

Solicitation RFP-MHS-FY12-0075
Child & Adolescent Psychiatric Acute Care
Services



County of Santa Clara

Bid RFP-MHS-FY12-0075

Child & Adolescent Psychiatric Acute Care Services

Bid Number **RFP-MHS-FY12-0075**
Bid Title **Child & Adolescent Psychiatric Acute Care Services**

Bid Start Date **Nov 30, 2011 6:44:46 PM PST**
Bid End Date **Jan 19, 2012 3:00:00 PM PST**
Question & Answer
End Date **Jan 5, 2012 3:00:00 PM PST**

Bid Contact **Robert Dominguez**
Management Analyst
Robert.Dominguez@hhs.sccgov.org

Pre-Bid Conference **Dec 14, 2011 9:00:00 AM PST**
Attendance is optional
Location: Learning Partnership Division
Training Room 3, 2nd Floor
1075 E. Santa Clara St.
San Jose, CA 95116

Description

The Santa Clara County Mental Health Department (SCCMHD) invites qualified mental health organizations to submit proposals to provide acute sub-acute, and/or crisis psychiatric treatment facilities for child & adolescent residents of Santa Clara County. Services to be offered include a variety of treatment programs including inpatient care, partial hospitalization, crisis intervention and stabilization, crisis or transitional residential, and/or intensive outpatient program. Those submitting proposals the inpatient component must meet all the legal requirements for operating Psychiatric Health Facility.



MENTAL HEALTH DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

RFP-MHS-FY12-0075

**CHILD AND ADOLESCENT
PSYCHIATRIC ACUTE CARE SERVICES**

RFP RELEASE DATE: November 30, 2011

RFP RESPONSES DUE DATE:

Thursday, January 19, 2012, by 3:00 PM

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME.

NO EXCEPTIONS

Proposals must be delivered to:

Santa Clara Valley Health & Hospital System
Mental Health Department
Attention: Don Casillas, Contracts Manager
828 S. Bascom Avenue, Suite 200
San Jose, California 95128

RFP CONTACT:

Address all questions and clarifications to Bidsync, www.bidsync.com

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APPENDICES

All applicable Appendices **must** be submitted with the proposal

Appendix A – Cover Sheet

Appendix B1 – Projected Budget/Instructions

Appendix B2 – Projected Budget/Instructions

Appendix C - Designation of Subcontractors

Appendix D - Customer References

Appendix E - Offeror's Questionnaire

Appendix F - Non-Collusion Declaration

Appendix G - Confidential Information Public Record Act

Appendix H - Cultural Competence Form

ATTACHMENTS

The Attachments listed below are reference materials and do not have to be submitted with the proposal.

Attachment A1 - LPS Crisis Receiving Center Statement of Work

Attachment A2 - Psychiatric Health Facility Statement of Work

Attachment B1 – LPS Crisis Receiving Center Proposal Narrative Requirements

Attachment B2 – Psychiatric Health Facility Proposal Narrative Requirements

Attachment C - Sample Service Agreement

Attachment D - Insurance Requirements

Attachment E - Acronym and Term Glossary

Attachment F - Contracting Principles

SECTION I – INTRODUCTION

A. INVITATION

The Santa Clara County Mental Health Department (SCCMHD) invites qualified mental health organizations to submit proposals to provide acute, sub-acute, and/or crisis psychiatric treatment facilities for child and adolescent residents of Santa Clara County. Services to be offered include a variety of treatment programs including inpatient care, partial hospitalization, crisis intervention and stabilization, crisis or transitional residential, and/or intensive outpatient program. Those submitting proposals for the inpatient component must meet all the legal requirements for operating a Psychiatric Health Facility.

To maximize opportunities to meet the needs of target population this RFP will consist of the following two program components:

- LPS Crisis Receiving Center - to provide crisis stabilization, including psychiatric assessment, treatment, and placement into appropriate aftercare.
- Psychiatric Health Facility (PHF) - to include high-intensity (locked) services, treatment, and placement into appropriate aftercare.

See Attachments A1 & A2 “Statement of Work” for a detailed description of the program specifications and requirements.

This RFP will result in the award of one or multiple Agreements.

B. BUDGET

The SCCMHD has allocated the following amounts:

LPS Crisis Receiving Center	\$1,100,000.00	General Fund
Psychiatric Health Facility	\$1,400,000.00	General Fund

In FY11, the total expenses and Medi-Cal revenues for children and adolescent crisis stabilization and psychiatric inpatient services were the following:

- Crisis stabilization services - total FY11 expense was \$ 1,233,280, total Federal Financial Participation (FFP) revenue offset was \$133,280.
- Inpatient psychiatric services - total FY11 expense was \$2,250,000 total FFP revenue offset was \$1,087,000.

This RFP is contingent on the appropriation of sufficient funding by the County for the services covered by this RFP. If funding is reduced or deleted by the County for purpose of this RFP, the County has the option to either terminate this RFP with no liability occurring to the County or to offer an amendment to the RFP indicating the reduced amount.

C. CONTRACT TERMS

The estimated terms of the contracts will be April 01, 2012, up to and including, June 30, 2012. Four one-year extensions ending June 30, 2016 will be offered based on the Offeror's performance and availability of funding.

D. CALENDAR OF EVENTS

NOTE: Dates and/or the process in this timeline may be changed by the Mental Health Department if deemed necessary. The Department will make every effort to adhere to following anticipated schedule:

	Event	Date
1	RFP Release	Wednesday, November 30, 2011
2	Pre-Proposal Conference 9:00AM – 12 Noon	Wednesday, December 14, 2011
3	Deadline to submit RFP questions through BidSync only. 3:00 PM PST	Thursday, January 5, 2012
4	PROPOSALS DUE by 3:00 PM PST	Thursday, January 19, 2012
5	Proposal Evaluation	1/20/12 to 3/5/12
6	Offeror interview/supplemental questions (only if needed). Note: All Offerors must keep this date available for interviews, site visits and/or to respond to supplemental questions.	Thursday, February 9, 2012
7	Notice of Intent to Award	Wednesday, March 7, 2012
8	Protest Deadline by 3:00 PM PST	Wednesday, March 14, 2012
9	Contract Award	Friday, March 23, 2012
10	Estimated Contract Start Date	Monday, April 2, 2012

E. COUNTY BACKGROUND

1. County of Santa Clara

The County area is located at the southern tip of the San Francisco Bay. With a population of 1,784,642 (2009), it is the fifth largest county in the State of California. The populace of the County is racially and ethnically diverse.

2. Mission Statement of the County of Santa Clara

The mission of the County of Santa Clara is to plan for the needs of a dynamic community, provide quality services, and promote a healthy, safe and prosperous community for all.

3. Mission Statement of Santa Clara Valley Health & Hospital System

It is the mission of Santa Clara Valley Health & Hospital System (SCVHHS) to provide leadership in developing and promoting a healthy community through a planned, integrated health care delivery system which offers prevention, education and treatment programs to all residents of Santa Clara County, regardless of ability to pay. Santa Clara Valley Health & Hospital System provides a wide range of primary and specialty medical services and oversees public programs for the health and well-being of all County residents.

4. Mission Statement of the Mental Health Department

To assist individuals in our community affected by mental illness and serious emotional disturbance achieve their hopes, dreams and quality of life goals. To accomplish this, services must be delivered in the least restrictive, non-stigmatizing, most accessible environment within a coordinated system of community and self-care, respectful of a person's family and loved ones, language, culture, ethnicity, gender and sexual identity.

5. Values of the Mental Health Department

We believe without reservation that:

- ❖ All people have the right to mental health and well-being
- ❖ All people must be treated with fairness, respect, and dignity in a culturally and linguistically competent way
- ❖ With effective treatment and support, recovery from mental illness is achievable
- ❖ Consumers will actively participate in their own recovery and treatment goals
- ❖ Consumers and their families will be at the center in the development, delivery, implementation, and evaluation of their treatment
- ❖ The system of care must have a structure and process for ensuring services access to needed services for potential and current consumers
- ❖ All people must have access to the highest quality and most effective integrated services

6. Vision of the Mental Health Department

The SCCMHD transformed mental health system is successful in helping to ensure that residents in need of public mental health services are:

- ❖ Physically and emotionally healthy, happy and thriving
- ❖ In a safe and permanent living situation
- ❖ Part of a loving and supporting social network
- ❖ Involved in meaningful school, work, and daily activities
- ❖ Free from trouble or causing harm to others
- ❖ Safe from harm from the environment or others

F. ACUTE CARE SERVICES BACKGROUND

SCCMHD provides services to children, youth and their families through a combination of community-based and County-operated programs. These programs deliver services in clinics, homes, schools, receiving and assessment intake centers, juvenile justice settings and residential placements.

When a child or adolescent is experiencing an acute emotional and or behavioral crisis, the County provides crisis stabilization services through three county funded programs; 1) EMQ Families First (EMQFF); 2) Mental Health Urgent Care (MHUC); and 3) Emergency Psychiatric services (EPS).

EMQFF is contracted by SCCMHD to provide 24/7 crisis/emergency intervention services through their

Child and Adolescent Crisis Program (CACP) to minors and their family members. This team evaluates approximately 650 minors per year. For minors seen by CACP for the first time, 70% are successfully diverted from hospitalization. For those minors who have been seen more than once, 50% are diverted from hospitalization. Under the Lanterman-Petris-Short (LPS) Act, SCCMHD has designated EMQFF as a Mobile Crisis Team that provides evaluation and crisis interventions services, as well as linkage to ongoing community based services when needed. Program clinicians respond directly to community requests at the site of the crisis. Crisis assessments and treatment are provided to children and adolescents who present as severely depressed, suicidal, in acute psychological distress, and/or who are at risk of acting out dangerous behaviors toward themselves or others.

Mental Health Urgent Care (MHUC) is a County-operated outpatient clinic. The primary services are assessment, crisis intervention, time-limited psychiatric evaluation and medication treatment and aftercare planning. Services are offered seven days per week from 8am-10pm. The program is staffed with licensed mental health clinicians, Licensed Psychiatric Technicians (LPTs) and psychiatrists. The program provides an average of 341 visits per month which includes both adults and minors. The primary goals are to address urgent psychiatric needs of individuals currently not served by the system and to facilitate safe transition to ongoing community care. When clients served are assessed and determined to be meeting criteria for 5150 detention and evaluation they are transferred to EPS.

Emergency Psychiatric Services (EPS) is a County-operated 24/7 psychiatric emergency room, which serves as the LPS receiving facility for Santa Clara County for both adults and children/adolescents. EPS receives an average of 721 visits per month for both adult and children/adolescents. The majority of EPS patients are involuntary, and meet 5150 detention criteria as gravely disabled, a danger to themselves or a danger others. A variable number of patients triaged and evaluated at EPS are minors under the age of 18 years. In FY11, there were a total of 977 visits by patients 17 years or younger (11% of all contacts), with an age range of 3 years to 17 years. The primary concern for all patients at EPS is safety, which is a critical requirement, and the organization considers patients' rights to be paramount. Exceptional care is taken to assure patient privacy for interviews and for examination. Minors are physically separated from adults, and attended one on one by a staff member whenever they are outside the separate minor dormitory. Inside the dormitory, minors are on constant observation. As with the Mobile Crisis Team, crisis assessment and intervention are provided, and clinicians will write 72 hours holds (W&I Code 5150) and will facilitate hospitalizations as needed.

Current inpatient hospital care for uninsured minors and those with Medi-Cal from Santa Clara County are provided by one of three contract hospitals: St. Helena in Vallejo, John Muir in Concord, and Fremont Hospital in Fremont. There is an approximate census of seven minors per day among these three hospitals, with an average length of stay of seven days. There are approximately 338 total minor admissions per year.

Although SCCMHD is currently serving the needs of children/adolescents in EPS, a review has been done in order to find ways of increasing allotted space for minors, while maintaining individual privacy within the existing physical confines at EPS. During this review it was determined to be unfeasible to modify or expand the existing space to provide individual sleep rooms, or to provide for facilities isolated from adult patients at EPS. The impact of creating such accommodations would severely limit capacity and visibility in the adult and the minor dormitory areas, and would present too high a safety hazard for monitoring patients. Therefore, the findings did not support a separate unit within the existing confines.

Resolution of this issue involves a collaborative effort by Santa Clara Valley Medical Center (SCVMC) leaders, other County agencies, and community resources. The Director of Mental Health has secured County Board of Supervisors approval to release this proposal seeking a qualified service provider within Santa Clara County to provide an LPS crisis receiving facility and psychiatric health facility for children and adolescents. These programs will establish local, safe, secure and developmentally appropriate crisis evaluation and inpatient care. They will also allow diversion of minors from EPS to an alternative receiving facility specifically for minors that will be appropriate to the needs of minors and their families and caregivers. The establishment of these programs will also allow EPS staff to focus their program on evaluation and treatment of adults.

SECTION II – CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP describes the procurement events as well as the conditions governing the procurement.

A. PROCUREMENT EVENTS

1. RFP Release

This RFP is being issued by the Santa Clara Valley Health & Hospital System Mental Health Department. Copies of this RFP including supporting documents may be obtained from Bidsync's web site at <http://www.bidsync.com>.

2. Pre-Proposal Conference

A pre-proposal conference has been scheduled as specified in Section I.D.2, "Calendar of Events."

Location:

Learning Partnership Division
Training Rm. #3, 2nd floor
1075 E. Santa Clara Street
San Jose, CA 95116

Please bring copies of this RFP and its correlating appendices and attachments to the Pre-Proposal Conference. Copies will not be provided by the County in effort to preserve paper resources.

The pre-proposal conference will include a review of the RFP and response to questions. Although the pre-proposal conference is optional, providers are strongly encouraged to attend this conference.

Oral responses given at the conference are not binding on the County. Any responses submitted or asked at the conference that, in the County's judgment, alter the content of the RFP, will be provided in writing, as an addendum to the RFP. All addenda will be posted on www.bidsync.com.

3. Deadline to Submit RFP Questions through BidSync

Potential Offerors may submit written questions to this RFP via BidSync until the deadline as indicated in Section I.D.3, “Calendar of Events.” **The County will not respond to questions submitted in any other manner or format.**

Answers to questions received by the deadline will be responded to on the bid management site www.bidsync.com. Thereafter, the County does not guarantee that it will respond to questions submitted after the closing date and time for written questions.

4. Response to Written Questions/RFP Amendments

Written responses to written questions regarding the substance of the RFP, and any material changes to the RFP, will be issued as an addendum, and posted on www.bidsync.com. The County reserves the right to post addenda until the RFP closing date and time.

5. Proposal Due Date

Proposals must be received **no later than the deadline specified in Section I.D.4, “Calendar of Events.”** All received proposals will be time stamped.

All deliveries via express carrier should be addressed as follows:

**Santa Clara Valley Health and Hospital System
Mental Health Department
Attention: Don Casillas, Contracts Manager
828 South Bascom Avenue, Suite 200
San Jose, California 95128**

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP # and title as referenced on the cover page.

6. Proposal Evaluation

An Evaluation Committee (EC) will review and evaluate the proposals and make a recommendation for an award. The EC will evaluate proposals in accordance with scoring criteria published in this RFP. The Budget will be reviewed by the SCVHHS Finance Department for accuracy and completeness and rated accordingly. The Finance Department will also review financial documents submitted with the proposals.

7. Offeror Interview

At the County’s option, one or more Offerors may be selected as a finalist and invited to enter into negotiations with the County and/or proceed to the next round of evaluations (interviews). **All Offerors must keep the date available as indicated in Section I.D.6, “Calendar of Events.”**

8. Final Negotiations, Finalize and Award Contract

At County's option, one or more Offerors may be selected to enter into final negotiations with the intent of award. Offerors may be given an opportunity to provide a Best and Final Offer.

9. Notice of Intent to Award Contract

As referenced by the deadline in Section I.D.7, "Calendar of Events" the Department will electronically mail (e-mail) notification letters to Offerors advising of the Director's decision of selected finalist(s) with intent to award.

10. Commencement of Contract

The target date the contract will become effective as stated in Section I.D.10.

11. Sample Agreement

Upon conclusion of the RFP process, the County may select an Offeror (or Offerors) to negotiate and enter into an Agreement to perform all or part of the proposal. The attached sample agreement outlines the County's standard terms and conditions, which would be part of the agreement between the County and successful Offeror(s). All agreements will require the Offeror to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations.

See Attachment C

12. Protest

As referenced by the date in Section I.D. 8, Offerors whose proposals were not selected may file a written protest by this deadline. If the deadline has shifted, notices to Offerors will be sent out accordingly. See the following section for detailed description of the protest procedures.

B. PROTEST PROCEDURES

The Department will email a Notice of Intent to Award to all proposers informing them of the proposal that was selected. Proposers whose proposals were not selected may file a written protest ("Protesters") no later than **five (5) days from the date the notification was sent out. From that same date that the notification was sent**, all proposals (with confidential provisions claimed by proposers redacted) will be made available for inspection for a period of five (5) days at Mental Health Department, Contracts Administration, 828 S. Bascom Ave, Suite 200, San Jose, CA. Any protests or requests to view proposals will not be considered after this time.

1. Filing a Protest

The protest of an award must be in writing. The following must be written on the cover of the protest: "Child and Adolescent Psychiatric Acute Care Services." The written protest must be emailed, faxed and/or mailed to the Department at the following address:

Santa Clara County – Mental Health Department
RFP-MHS-FY11-0075: Child and Adolescent Psychiatric Acute Care Services

Santa Clara Valley Health and Hospital System
Mental Health Department
Attention: Don Casillas, Contracts Manager
828 South Bascom Avenue, Suite 200
San Jose, California 95128
E-mail: Don.casillas@hhs.sccgov.org
Fax: (408) 885-5792

All protests must be received by the designated Contracts Manager within five days after the Department has sent the email to proposers of the County's intent to award the contract. Any protests received after this time will not be considered.

2. Contents of Protest

The written protest must contain the following information: (1) the name, street address, electronic mail address, and telephone and facsimile number of the Protester; (2) signature of the Protester or its representative; (3) clearly state the grounds for the protest as set forth below; (4) copies of any relevant documents; (5) the form of relief requested; and (6) the method by which the Protester would like to receive the Reviewing Officer's written protest decision. The written protest must clearly state the grounds for the protest. Protests should be concise and logically arranged.

3. Grounds for Protest

Protests shall be based only on one or more of the following grounds:

- a. The Protester believes the County failed to follow the procedures and adhere to requirements set forth in the solicitation or any addendum thereto.
- b. The Protestor believes there was misconduct or impropriety by County officials or evaluation team members.
- c. The Protester believes there was abuse of process or abuse of discretion by County officials or evaluation team members.

4. Protest Resolution Process

a. Informal Review by Department

The Director of the Department, or his or her designee, will review a timely protest and attempt to informally resolve it expeditiously. If the Department is not able to resolve the protest, then the Director or his or her designee, will forward the protest to an official, who is qualified to review such a protest and from a different department, who has been designated as the Reviewing Officer for the ICP.

b. Formal Review by Independent Reviewing Officer

The Director or his or her designee must forward the protest to the Reviewing Officer within

2 business days of not being able to resolve the matter. The Department is required to provide written notification to the Protester that the protest is being forwarded to an independent reviewing officer and the contact information for the Reviewing Officer. Both the Department and Protester have 10 business days from the date of the written notification issued by the Department to forward any additional documents to the Reviewing Officer that they believe are relevant to the review of the protest. The notification being sent to the Protester by the Department should also state that the Protester has 10 business days from the date of the notification to forward additional documents to the Reviewing Officer. Protester may not present any additional grounds for protest, argument or narrative.

The Reviewing Officer shall conduct an independent review of the protest to determine whether the grounds for the protest have merit. Only the information contained in a timely protest shall be considered by the Reviewing Officer. The Reviewing Officer shall only consider the documents each party has submitted, grounds for protest, and grounds to reject the protest.

The Reviewing Officer will issue a written decision on a timely written protest within 15 days of receiving a protest; however, the time for decision may be extended by the Reviewing Officer. The Reviewing Officer will issue the written decision to the Protester and the Department. If the Protester failed to specify in its written protest the method by which the Protester would like to receive the Reviewing Officer's written protest decision, the Reviewing Officer will send his written decision to the Protester by mail. The decision of the Reviewing Officer shall be final.

5. Remedies

If the Reviewing Officer sustains a protest in whole or in part, the Reviewing Officer shall refer the matter back to the Department for redress in conformance with the Reviewing Officer's decision. If the Reviewing Officer rejects the protest, then the Department may proceed with its process.

C. GENERAL

1. INCURRING

This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

2. CLAIMS AGAINST THE COUNTY OF SANTA CLARA

Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between the County and your organization.

3. GUARANTEE OF PROPOSAL

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one-hundred and eighty (180) days after the due date for receipt of proposals and/or one-hundred eighty (180) days after receipt of a best and final offer, if one is submitted.

4. BASIS FOR PROPOSAL

Only information supplied by the County in writing by the Contracts Analyst in connection with this RFP should be used as the basis for the preparation of Offeror's proposal.

5. FORMS OF PROPOSALS

No oral, telephone, facsimile, or electronic proposals will be accepted.

6. AMENDED PROPOSALS

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the Letter of Transmittal, (Section III, Response Format and Organization). The County personnel will not merge, collate, or assemble proposal materials.

7. WITHDRAWAL OF PROPOSAL

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Director of Mental Health and submitted to the Contracts Manager.

8. LATE RESPONSES

In order for a proposal to be considered, the proposal must be received in person or via courier or mail to the place specified above no later than the RFP due date and time. The Mental Health Department time and date stamp will be the basis for determining timeliness of proposals.

9. NO PUBLIC PROPOSAL OPENING

There will be no public opening for this RFP.

10. CALIFORNIA PUBLIC RECORDS ACT (CPRA)

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor proprietary information is contained in documents submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines

containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

11. CONFIDENTIALITY

All data and information obtained from the County of Santa Clara by the Offeror and its agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the Offeror and its agents as confidential. The Offeror and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each proposal and all documentation, including financial information, submitted by an Offeror to the County is confidential until a contract is awarded, when such documents become public record under state and local law, unless exempted under CPRA.

12. ELECTRONIC MAIL ADDRESS

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Offerors agree to provide the Contracts Analyst with a valid e-mail address to receive this correspondence.

13. USE OF ELECTRONIC VERSIONS OF THE RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Mental Health Department the version maintained by the Mental Health Department must govern.

14. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

In submitting a response to a solicitation issued by the County, the responding person and/or entity offers and agrees that if the response is accepted, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the responding person and/or entity for sale to the County pursuant to

the solicitation document. Such assignment shall be made and become effective at the time the County tenders final payment to the responding person and/or entity.

15. COUNTY RIGHTS

The County reserves the right to do any of the following at any time:

- a. Reject any proposal without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal, or in the RFP process, or as part of any subsequent contract negotiation;
- c. Request that Offerors supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Request the Offeror make an oral and/or written presentation if more information is deemed necessary;
- e. Terminate this RFP and issue a new RFP;
- f. Modify the selection process, the specifications or requirements for materials or services, or the content or format of the proposals;
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Negotiate with any or none of the Offerors;
- i. Modify the final contract from terms described in this RFP;
- j. Terminate failed negotiations with a Offeror without liability, and negotiate with other Offerors;
- k. Disqualify any Offeror on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to the County;
- l. Request that services be provided by certain staff of a Offeror, or request that certain staff of a Offeror be excluded from providing services as determined by the County to be in its best interest;
- m. Award multiple contracts if it is deemed necessary to provide the specified services;
- n. Reject a Offeror's proposal if any of the RFP forms are left blank or are materially altered;
- o. Reject a Offeror's proposal if any document or item necessary to the proposal is incomplete, improperly executed, indefinite, ambiguous, or is missing;
- p. Reject a Offeror's proposal for any attempt to improperly influence any member of the Evaluation Panel;
- q. Reject any proposal if your agency or a related agency is currently in litigation with the County of Santa Clara, or the County is contemplating litigation against your agency or a related agency relating to contract performance;
- r. Reject any proposal for any false, misleading or otherwise unresponsive statements, documents or information provided to the County either through disclosure or non-disclosure if, in the County's judgment, the false, misleading or otherwise unresponsive statements, documents or information are material.
- s. Reject a Offeror's proposal where the Offeror is in breach of, or in default under, any other agreement with the County;
- t. Reject any proposal if your agency or a related agency is currently being investigated by the County of Santa Clara for non-performance of obligations under any contract with the County, and such non-performance or alleged non- performance has resulted in actual non-renewal or termination of your contract with the County.

SECTION III – RESPONSE FORMAT AND CONTENT

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. No limitation on the content of the proposal is intended in these instructions and inclusion of any pertinent data or information is permitted within the page requirements.

A. NUMBER OF RESPONSES

Offerors may submit proposals for one or more program components. Offerors who choose to submit proposals for more than one program shall submit a separate proposal addressing each program component.

B. NUMBER OF COPIES

Offerors must provide one (1) original and six (6) identical copies of their proposal all three-hole punched. The original must be stamped “original” and contain original signatures on the necessary forms. The remaining sets should be copies of the originals.

Do not staple the proposal. Use tab dividers to separate each copy of the proposal (not each section of the proposal). Each tab divider should clearly show Offeror’s name. Bind each copy using binder clips.

Offerors must also provide two (2) electronic copies of their complete proposal in CD-ROM media, prepared in a format that is compatible with Microsoft Office 2007 (Word and Excel). The CDs shall be included in the same package containing original proposal and copies. PROPOSALS AND BUDGETS IN PDF FORMAT WILL BE ACCEPTED.

C. PROPOSAL FORMAT

The County will not accept handwritten proposals. Offers shall type or computer generate their proposals on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) using 12 point font with 1.5 line spacing and 1 inch margins. Entire proposal must be paginated. Hard copies should utilize both sides of the paper where practical.

Proposals must have a table of contents that corresponds to the sections and appendices.

Do not attach any information that is not requested. Letters of support will be removed and not considered.

D. PROPOSAL PACKET SEQUENCE AND CHECKLIST

Proposal Packet Assembly Checklist			
Order	Document	Format	Completed
1	Appendix A “Coversheet” – Signed and notarized	Word document provided on Bidsync.	

2	Executive summary	Word document; Times New Roman with font size of 12 on letter size paper; 1.5 spacing and 1 inch margins.	
3	Organizational Information: Offeror should describe the functional and/or organizational structure of overall organization. Outline background, past experience and organizational qualifications that enable Offeror to provide the required services.	Word document; Times New Roman with font size of 12 on letter size paper; 1.5 spacing and 1 inch margins.	
4	Proposal Narrative Requirement: Organizational structure, staffing and experience. Proposed services description, timelines, other details that will meet the County's needs.	Word document; Times New Roman with font size of 12 on letter size paper; 1.5 spacing and 1 inch margins.	
5	Appendix B "Projected Budget and Narrative": In US dollars and a <u>Budget Narrative</u> in Offeror's format.	Excel document provided on Bidsync and Offeror formatted single page section divider with the title of the section, font size of 12 and heading in All CAPS.	
6	Appendix C "Identification of Subcontractors"	Word document provided on Bidsync.	
7	Appendix D "Customer Reference"	Word document provided on Bidsync.	
8	Appendix E "Offeror's Questionnaire"	Word document provided on Bidsync.	
9	Appendix F "Non-Collusion Declaration"	Word document provided on Bidsync.	
10	Appendix G "Confidential Information Public Record Act"	Word document provided on Bidsync.	
11	Appendix H "Cultural Competence Form"	Word document provided on Bidsync.	
12	Audited Financial Statement and Management Letter.	Offeror Generated Standard Format for the Audited Financial Statement and Management Letter.	

The Mental Health Department does not guarantee the accuracy of the formulas in these forms nor is responsible for any errors or omissions. Offerors assume all responsibility for the accuracy of the information provided either on the forms included with this RFP or other formats.

E. INSTRUCTIONS TO OFFERORS

A proposal and all attachments shall be in English and complete and free of ambiguities, alterations, and erasures. The proposal must be executed by a duly authorized officer or agent of Offeror. In the event of conflict between words and numerals, the words shall prevail.

F. NON-CONFORMING SUBMISSIONS

A submission may, at the sole discretion of the County, be construed as a non-conforming proposal, ineligible for consideration or incomplete if it does not comply with the requirement of this Request for Proposal.

SECTION IV – REQUIREMENT & OFFEROR'S SUBMITTAL

A. EXECUTIVE SUMMARY

This section must include a summary of the key aspects of the proposed solution and principal advantages to the County and must **not exceed one (1) page**.

B. ORGANIZATIONAL INFORMATION

Must **not exceed four (4) pages** and relates only to the "Lead Agency" if Offeror intends to subcontract with other agencies. Please provide information on the following:

1. Your company's complete name, business address, including headquarters and all local offices, and telephone numbers.
2. Indicate any offices or facilities located within the Santa Clara County that have meaningful delivery of service production capabilities that substantially and directly enhance your firm's ability to perform services throughout Santa Clara County.
3. A description of your organization, including names of principals, number of employees, longevity, client base, areas of specialization, and expertise.
4. The jurisdiction in which your company is organized and the date of such organization.
5. A complete disclosure if your company has defaulted in its performance on a contract during the past five years which has led the other party to terminate the agreement, and if so, the identity of the parties involved and the circumstances of the default or the termination.
6. A list of any lawsuits filed against your company, its subsidiaries, parent, other corporate affiliates, or subcontractors in the past five years and the outcome of those lawsuits. **This list is separate from the maximum allowable number of pages.**

C. PROPOSAL NARRATIVE REQUIREMENTS (Maximum 90 points)

Narrative requirements submissions are in accordance with Attachments B1 and/or B2.

Each narrative submission **not to exceed fifteen (15) pages**. Organizational charts and resumes do not count towards the fifteen page limit. Only the written responses to Section B.1 and B.2 below count towards the page limit.

1. Organizational Structure, Staffing and Experience (Maximum 30 points)
2. Proposes Services Description (Maximum 60 points)

D. BUDGET PROPOSAL (Maximum 10 points)

1. Fiscal - Submit a detailed budget of the proposed program for the period of April 01, 2012 through June 30, 2012 and for each subsequent option year, through June 2016. Include formatted budget justification for each budget line item that uses the Generally Accepted Accounting Principles. Budget will be reviewed by Santa Clara Valley Health and Hospital System Finance Department for accuracy and completeness and rated accordingly. The budget shall include an annualized (full year) and total estimated number of service units for each service modality. Please note the following budget criteria:
 - a. Budget submissions are in accordance with Appendix B1 or B2 “Projected Budget”.
 - b. The total annual expense allocation is \$1,100,000 including start-up expenses, for LPS Crisis Receiving Center. This will be the maximum annual award from all funding sources.
 - c. The total annual expense allocation is \$1,400,000 including start-up expenses, for Psychiatric Health Facility. This will be the maximum annual award from all funding sources.

The Contractor should estimate the portion of the total budget that will be covered by other revenues such as MediCal (direct services and/or MediCal Administrative Activities claiming revenue) or any other revenues.

2. The funding for this project will be prorated for the first fiscal year based on program implementation as outlined in the phased budget. One-time funding for program start-up is available and these expenses should be itemized in the phased budget. We anticipate that the level of MediCal revenue will likely be lower during the implementation stage of the project.

E. FINANCIAL STABILITY/OFFEROR FINANCIAL INFORMATION

1. Offeror shall provide documentation that the organization has sufficient reserves to maintain the program. Documentation may include cash and/or credit reserves. In addition, the Offeror shall provide the following information for the last three (3) fiscal years:
 - a. Audited financial statements with the applicable notes;
 - b. Independent Auditor’s Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards;

- c. Independent Auditor's Statement of Findings and Questioned costs.
2. Offeror shall submit documentation that it meets solvency standards and shall state its intention to meet those standards throughout the contract period.

SECTION V – EVALUATION

A. FACTORS

The **Evaluation Criteria** listed below will be utilized in the evaluation of the Offeror's written proposals and/or demonstration/presentation accordingly. The expectation is that those proposals in the competitive range may be considered for contract award. The proposal should give clear, concise information in sufficient detail to allow an evaluation based on the criteria below. An Offeror must be acceptable in all criteria for a contract to be awarded to that Offeror whose proposal provides the best value to the County.

Offerors who do not score a minimum of 70 points from the Proposal Evaluation shall not move forward in the selection process.

- | | | |
|----|---|-------------------|
| 1. | Organizational Structure, Staffing & Experience | Maximum 30 Points |
| 2. | Proposed Program Description | Maximum 60 points |
| 3. | Budget Proposal | Maximum 10 points |

Appendix A

COVER SHEET

Agency or Name: _____

Mailing Address: _____

City, State, and Zip Code: _____

Telephone Number: _____ Fax Number: _____

Name & Title of Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

1. Check the appropriate box for the Program(s) and enter dollar amount being proposed. Initial on the line provided.

- ☐ LPS Crisis Receiving Center; to provide crisis stabilization, including psychiatric assessment, treatment, and placement into appropriate aftercare. Amount Proposed:\$ _____ Initials: _____
- ☐ Psychiatric Health Facility (PHF); to include high-intensity (locked) services, treatment, and placement into appropriate aftercare. Amount Proposed:\$ _____ Initials: _____

Offeror understands, agrees, and warrants:

- A. That Offeror has carefully read and fully understands the information that was provided by the County to serve as the basis for submission of this proposal;
- B. That Offeror has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted;
- C. That all information contained in the proposal is true and correct to the best of Offeror's knowledge;
- D. That Offeror signed a non-collusion affidavit herewith attached with the proposal;
- E. That Offeror did not receive unauthorized information from any County staff or consultant during the proposal period except as provided for in the RFP packet, addenda thereto, or the pre-proposal conference;
- F. That by submission of this proposal, the Offeror acknowledges that the County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the Offeror, and Offeror hereby grants the County permission to make said inquiries, and to provide any and all requested documentation in a timely manner; and
- G. That Offeror proposes and agrees to furnish the goods and services specified in the proposal.

Santa Clara County – Mental Health Department

RFP-MHS-FY11-0075: Child and Adolescent Psychiatric Acute Care Services

No proposal shall be accepted which has not been signed in ink in the appropriate space below.

I hereby certify that I am an authorized representative of the above agency and to the best of my knowledge and belief that:

The data in this response is true and accurate; the agency has investigated all aspects of the RFP; the agency is aware of the applicable facts pertaining to the RFP process, procedures, and requirements; the Agency has read and understands the RFP; the agency has the capability to successfully undertake and complete the responsibilities and obligations of their response being submitted; the agency will be able to meet all of the minimum proposal requirements as specified in this RFP; and, the agency will comply with the necessary certifications and assurances if a contract is awarded.

This shall constitute a warranty, the falsity of which entitles the County to pursue any remedy authorized by law, at the option of the County, the right of declaring any contract made as a result thereof to be void.

By signing below, the submission of a proposal shall be deemed a representation and certification by the Offeror that it has investigated all aspects of the RFP; that it is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; and that it has read and understands the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Offeror was not fully informed as to any fact or condition.

1. If Offeror is an INDIVIDUAL, sign here [\(include a notarized affidavit attesting to the authenticity of said signature\)](#):

Date _____

Offeror's Signature_____
Offeror's Typed Name and Title

2. If Offeror is a CORPORATION, the duly authorized officer(s) shall sign here:

The undersigned certify that they are respectively:

_____ and _____
Title Title

of the corporation named below; that they are designated to sign this proposal cost form by resolution [\(attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization\)](#) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)
By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

Appendix B-1

SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM MENTAL HEALTH DEPARTMENT

Budget Worksheet and Narrative Requirements

Phased Budget Worksheet

Clients/ Admits

Enter the estimated number of clients by primary payor category for each month, indicating the first month in which enrollees will be seen and increasing through the program startup period to full capacity. When you are counting clients/admits, the client count will be unique within each month.. Be realistic as to how soon services can start and how long it will take to reach full capacity.

Units of Service

Enter the projected services first by service type and by payor type to be provided each month to the clients identified above.

Ongoing Expenses

In the staffing section, enter the FTEs for each job classification proposed and the salary and benefits expense.

Other ongoing expenses should include but are not limited to Operating Expenses and Admin/Overhead. If the program will require an unusually large operating expense such as rent, that should be shown as a separate line item. .

Startup Expenses

Itemize one-time expenses required to initiate this program in this section.

Revenues

Enter the projected MediCal, Other 3rd Party, and Client Fee revenues needed to support the program.

Budget Narrative

A brief budget narrative should accompany the worksheet explaining assumptions about payor mix, phasing in of client services, expenses and revenues.

Santa Clara County – Mental Health Department
RFP-MHS-FY11-0075: Child and Adolescent Psychiatric Acute Care Services

Appendix B-1

Projected Budget

[illegible]

Appendix B-2

SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM MENTAL HEALTH DEPARTMENT

Budget Worksheet and Narrative Requirements

Phased Budget Worksheet

Clients/ Admits

Enter the estimated number of clients by primary payor category for each month, indicating the first month in which enrollees will be seen and increasing through the program startup period to full capacity. When you are counting clients/admits, the client count will be unique within each month.. Be realistic as to how soon services can start and how long it will take to reach full capacity.

Units of Service

Enter the projected services first by service type and by payor type to be provided each month to the clients identified above.

Ongoing Expenses

In the staffing section, enter the FTEs for each job classification proposed and the salary and benefits expense.

Other ongoing expenses should include but are not limited to Operating Expenses and Admin/Overhead. If the program will require an unusually large operating expense such as rent, that should be shown as a separate line item. .

Startup Expenses

Itemize one-time expenses required to initiate this program in this section.

Revenues

Enter the projected MediCal, Other 3rd Party, and Client Fee revenues needed to support the program.

Budget Narrative

A brief budget narrative should accompany the worksheet explaining assumptions about payor mix, phasing in of client services, expenses and revenues.

Santa Clara County – Mental Health Department
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Appendix B-2

Projected Budget

SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM			FY12 General Fund Allocation (April-June, includes start-up):			\$350,000			
MENTAL HEALTH DEPARTMENT			Ongoing Annualized GF Allocation per Fiscal Year:			\$1,400,000			
DIVISION: Family and Children Services									
FISCAL YEAR: 2012 - 2015									
PROGRAM: Children and Adolescent Psychiatric Health Facility									
AGENCY NAME:			April	May	Jun	Total FY12	Total FY13	Total FY14	Total FY15
Clients/Admits	MediCal		0	0	0	0	0	0	0
	Un-sponsored		0	0	0	0	0	0	0
	Other		0	0	0	0	0	0	0
			0	0	0	0	0	0	0
UNITS OF SERVICE by Service Type			Payer Type						
Units of Service	Psychiatric Health Facility Bed Day	Medi-Cal	0	0	0	0	0	0	0
Units of Service	Psychiatric Health Facility Bed Day	Un-sponsored	0	0	0	0	0	0	0
Units of Service	Psychiatric Health Facility Bed Day	Other	0	0	0	0	0	0	0
			0	0	0	0	0	0	0
EXPENSE CATEGORY			Salary/FTE						
Staffing (Contract)									
FTE	Classification								
0.00	Job Class 1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Subtotal Salary	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Subtotal Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expenses			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Admin/Overhead			\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Subtotal Ongoing Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Startup Expenses									
Recruitment Services			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expense			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue	MediCal		\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Client Fees		\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Income/(Loss)			\$0	\$0	\$0	\$0	\$0	\$0	\$0

Santa Clara County – Mental Health Department
RFP-MHS-FY11-0075: Child and Adolescent Psychiatric Acute Care Services

Appendix C

IDENTIFICATION OF SUBCONTRACTORS

Offeror shall completely fill in the form below for each subcontract.

A subcontractor is defined as one whom is not directly employed by the Offeror:

- 1) Performs work or labor
- 2) Provides a service to the Offeror

Work shall be done in compliance with California Public Contract Code sections 4100-4114 and any amendment thereof.

Offeror shall assume full responsibilities for the actions, omissions and errors of subcontractors listed below. No change in subcontractor shall be permitted, after award, without prior written approval from the Director of Mental Health or his/her designee. Changes in subcontractors without prior written consent from the Director of Mental Health or his/her designee can result in the cancellation of the purchase order or contract.

NAME OF
SUBCONTRACTOR

COMPLETE ADDRESS
AND TELEPHONE NO

SPECIALTY

AUTHORIZED SIGNATURE: _____

PRINT OR TYPE NAME: _____

DATE: _____

COMPANY NAME: _____

TELEPHONE NUMBER: (____) _____

ADDRESS: _____

Appendix D

CUSTOMER REFERENCES

With your proposal, provide three customer references similar in organization for which you have furnished the proposed services.

1. COMPANY/ORGANIZATION NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS _____

Brief statement of the person's or organization's relationship to the Offeror, the period of the relationship and how the services provided relate to the services described in the RFP.

2. COMPANY/ORGANIZATION NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS _____

Brief statement of the person's or organization's relationship to the Offeror, the period of the relationship and how the services provided relate to the services described in the RFP.

3. COMPANY/ORGANIZATION NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS _____

Brief statement of the person's or organization's relationship to the Offeror, the period of the relationship and how the services provided relate to the services described in the RFP.

Appendix E

OFFEROR'S QUESTIONNAIRE

All information requested in the Questionnaire shall be furnished by the Offeror, and shall be submitted with the proposal. Statements shall be complete and accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for the rejection of a proposal.

1. Name of Offeror exactly as it is to appear on a management services agreement and address which Offeror would designate under the notice provision of the agreement:

2. Offeror, if selected, intends to carry on the business as Individual (), Corporation (), or Other (): If "Other" attach explanation.

3. If a corporation, answer the following:

A. When incorporated? _____

B. In what state? _____

C. Authorized to do business in California? _____

If so, what date? _____

- D. Name, address, years in the corporation, and percentage of stock held by the following officers:

President: _____ Years: _____ Stock
%: _____

Vice President: _____ Years: _____ Stock
%: _____

Secretary: _____ Years: _____ Stock
%: _____

Treasurer: _____ Years: _____ Stock
%: _____

Other: _____ Years: _____ Stock
%: _____

- E. Name, address and percentage of stock held by each Member of the Board of Directors:

Chairman: _____ Stock %: _____

Member: _____ Stock %: _____

Member: _____ Stock %: _____

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Member: _____ Stock %: _____

F. Name, address and shares of stock held by other principal stockholders: (A Principal Stockholder is defined as a stockholder who holds 10% or more of standing stock of the corporation).

Total capitalization: \$ _____

Amount of capital stock subscribed: \$ _____

Amount paid in: \$ _____

5. Have you ever had a bond or surety denied, canceled, or forfeited?

YES () NO () If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

6. Have you ever declared bankruptcy or been declared bankrupt?

YES () NO () If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets.

7. Have any agreements held by you for the services listed in the RFP ever been canceled?

YES () NO () If yes, give details.

8. Have you ever been sued by any other jurisdiction or contractor for issues pertaining to fee payment, performance, or other issues relating to the services listed in the RFP?

YES () NO () If yes, give details.

9. Are you currently engaged in merger or acquisition negotiations, or do you anticipate entering into merger or acquisition negotiations within the time period of this Request for Proposals?

YES () NO () If yes, give details. Attach copy of such agreement(s).

10. Are you now engaged in any litigation which does now or could in the future affect your ability to pay fees or perform under the Agreement?

YES () NO () If yes, give details.

11. What is the duration and extent of your experience in the RFP service category? Experience must reflect local office as well as overall organization's experience (i.e., if your local office is part of a larger group, nationwide).

12. Submit at least two persons, firms and/or governmental bodies, with whom you currently have arrangements or agreements for the RFP service category. Provide contact person's name and telephone number.

13. Submit at least two persons, firms and/or governmental bodies with which you have had arrangements or agreements that are now concluded (organizations that are no longer active customers of your firm). Provide contact person's name and phone number for each organization.

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14. State number of persons employed by you who are engaged in the RFP services. Indicate what percentages of these employees are employed locally and what percentage of those employees would directly service an account resulting from this request for proposal. Of the employees indicated, what percentage is management and what percentage are operational?

The undersigned hereby declares under penalty of perjury that all statements, answers and representations made in this questionnaire are true and accurate, including all supplementary statements hereto attached. In the case of a corporate OFFEROR, the signature of one duly authorized representative is sufficient.

Signature

(Please print or type name)

Title

Signature

(Please Print or Type Name)

Title

Appendix F

NON-COLLUSION DECLARATION

I, _____, am the
(name)

_____ of _____,
(Position Title) (Company)

the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposal has not directly or indirectly induced or solicited any other Offeror to put in a false or sham proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror of anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Offeror has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Offeror has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Date)

(Signature)

Appendix G

CONFIDENTIAL INFORMATION PUBLIC RECORDS ACT

1. If requesting that section(s) of their proposal be kept confidential, Offeror must list the specific page number(s) and section(s) below.
2. Listing the information below, does not guarantee it will remain confidential. Offeror must have a legal basis for requesting an exemption(s) under the California Public Records Act (PRA) (Government Code Section 6254).
3. If the explanation/reason does not fall under one of the exemptions permitted by the PRA, the information will be disclosed by the County in accordance with the law.
4. Marking your entire proposal as "confidential" or "proprietary" is unacceptable. You must identify the specific page number(s) and section(s) and have a legal basis stated in the explanation/reason column below.
5. If Offeror is not requesting any exemption(s), please check box: ☐

Item #	Page #	Section/sub-section #	Explanation/Reason
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

Print or Type Name: _____

Authorized Signature: _____

Company Name: _____

Date: _____

Santa Clara County – Mental Health Department
RFP-MHS-FY11-0075: Child and Adolescent Psychiatric Acute Care Services

Appendix H

CULTURAL COMPETENCE FORM

Agency Name: _____

Program Category: _____

Identify the Agency's ability to provide language, gender, and culturally specific to the RFP services by checking all that apply and/or provide the name of Agency that you have an arrangement with to respond to these referrals.

A	B		C
Language, Gender and Culturally Competence	Have staff on board		Name of Agency that you have an arrangement with to respond to these referrals
	1	2	
	Included in staffing work plan	Not included in staffing work plan. Explain below	
Spanish (Language)			
Vietnamese (Language)			
Other Language:			
G.L.B.T Staff			
African American Staff			
Latino Staff			
Native American Staff			
Asian American Staff			
Pacific Islander Staff			
Others:			

Appendix A

COVER SHEET

Agency or Name: _____

Mailing Address: _____

City, State, and Zip Code: _____

Telephone Number: _____ Fax Number: _____

Name & Title of Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

1. Check the appropriate box for the Program(s) and enter dollar amount being proposed. Initial on the line provided.

LPS Crisis Receiving Center; to provide crisis stabilization, including psychiatric assessment, treatment, and placement into appropriate aftercare. Amount Proposed:\$ _____ Initials: _____

Psychiatric Health Facility (PHF); to include high-intensity (locked) services, treatment, and placement into appropriate aftercare. Amount Proposed:\$ _____ Initials: _____

Offeror understands, agrees, and warrants:

- A. That Offeror has carefully read and fully understands the information that was provided by the County to serve as the basis for submission of this proposal;
- B. That Offeror has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted;
- C. That all information contained in the proposal is true and correct to the best of Offeror's knowledge;
- D. That Offeror signed a non-collusion affidavit herewith attached with the proposal;
- E. That Offeror did not receive unauthorized information from any County staff or consultant during the proposal period except as provided for in the RFP packet, addenda thereto, or the pre-proposal conference;
- F. That by submission of this proposal, the Offeror acknowledges that the County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the Offeror, and Offeror hereby grants the County permission to make said inquiries, and to provide any and all requested documentation in a timely manner; and
- G. That Offeror proposes and agrees to furnish the goods and services specified in the proposal.

No proposal shall be accepted which has not been signed in ink in the appropriate space below.

I hereby certify that I am an authorized representative of the above agency and to the best of my knowledge and belief that:

The data in this response is true and accurate; the agency has investigated all aspects of the RFP; the agency is aware of the applicable facts pertaining to the RFP process, procedures, and requirements; the Agency has read and understands the RFP; the agency has the capability to successfully undertake and complete the responsibilities and obligations of their response being submitted; the agency will be able to meet all of the minimum proposal requirements as specified in this RFP; and, the agency will comply with the necessary certifications and assurances if a contract is awarded.

This shall constitute a warranty, the falsity of which entitles the County to pursue any remedy authorized by law, at the option of the County, the right of declaring any contract made as a result thereof to be void.

By signing below, the submission of a proposal shall be deemed a representation and certification by the Offeror that it has investigated all aspects of the RFP; that it is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; and that it has read and understands the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Offeror was not fully informed as to any fact or condition.

1. If Offeror is an INDIVIDUAL, sign here (include a notarized affidavit attesting to the authenticity of said signature):

Date _____

Offeror's Signature

Offeror's Typed Name and Title

2. If Offeror is a CORPORATION, the duly authorized officer(s) shall sign here:

The undersigned certify that they are respectively:

_____ and _____
Title Title

of the corporation named below; that they are designated to sign this proposal cost form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

By: _____ Corporation Name (type or print) Date: _____

Title: _____

By: _____ Date: _____

Title: _____

**SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM
MENTAL HEALTH DEPARTMENT****Budget Worksheet and Narrative Requirements****Phased Budget Worksheet****Clients / Admits**

Enter the estimated number of clients by primary payor category for each month, indicating the first month in which enrollees will be seen and increasing through the program startup period to full capacity. When you are counting clients / admits, the client count will be unique within each month.. Be realistic as to how soon services can start and how long it will take to reach full capacity.

Units of Service

Enter the projected services first by service type and by payor type to be provided each month to the clients identified above.

Ongoing Expenses

In the staffing section, enter the FTEs for each job classification proposed and the salary and benefits expense.

Other ongoing expenses should include but are not limited to Operating Expenses and Admin / Overhead. If the program will require an unusually large operating expense such as rent, that should be shown as a separate line item. .

Startup Expenses

Itemize one-time expenses required to initiate this program in this section.

Revenues

Enter the projected MediCal, Other 3rd Party, and Client Fee revenues needed to support the program.

Budget Narrative

A brief budget narrative should accompany the worksheet explaining assumptions about payor mix, phasing in of client services, expenses and revenues.

SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM

MENTAL HEALTH DEPARTMENT

DIVISION: Family and Children Services

FISCAL YEAR: 2012 - 2015

PROGRAM: LPS Crisis Receiving Center for Children and Adolescents

AGENCY NAME:

FY12 General Fund Allocation (April-June, includes start-up):
Ongoing Annualized GF Allocation per Fiscal Year:

\$275,000

\$1,100,000

			<u>April</u>	<u>May</u>	<u>Jun</u>	<u>Total FY12</u>	<u>Total FY13</u>	<u>Total FY14</u>	<u>Total FY15</u>
<u>Clients / Admits</u>	MediCal		0	0	0	0	0	0	0
	Un-sponsored		0	0	0	0	0	0	0
	Other		0	0	0	0	0	0	0
			0	0	0	0	0	0	0
<u>UNITS OF SERVICE by Service Type</u>									
		<u>Payor Type</u>							
Units of Service	Crisis Stabilization- (1 hour per unit of service)	Medi-Cal	0	0	0	0	0	0	0
Units of Service	Crisis Stabilization- (1 hour per unit of service)	Un-sponsored	0	0	0	0	0	0	0
Units of Service	Crisis Stabilization- (1 hour per unit of service)	Other	0	0	0	0	0	0	0
Units of Service	Crisis Intervention- (15 min per unit of service)	Medi-Cal	0	0	0	0	0	0	0
Units of Service	Crisis Intervention- (15 min per unit of service)	Un-sponsored	0	0	0	0	0	0	0
Units of Service	Crisis Intervention- (15 min per unit of service)	Other	0	0	0	0	0	0	0
Units of Service	Assessment- Physician	Medi-Cal	0	0	0	0	0	0	0
Units of Service	Assessment- Physician	Un-sponsored	0	0	0	0	0	0	0
Units of Service	Assessment- Physician	Other	0	0	0	0	0	0	0
			0	0	0	0	0	0	0
<u>EXPENSE CATEGORY</u>									
		<u>Salary / FTE</u>							
<u>Staffing (Contract)</u>									
<u>FTE</u>	<u>Classification</u>								
0.00	Job Class 1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Subtotal Salary	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Subtotal Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expenses		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Admin / Overhead		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Subtotal Ongoing Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>Startup Expenses</u>									
Recruitment Services		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expense		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>Revenue</u>									
	MediCal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Client Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Income / (Loss)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM
MENTAL HEALTH DEPARTMENT****Budget Worksheet and Narrative Requirements****Phased Budget Worksheet****Clients / Admits**

Enter the estimated number of clients by primary payor category for each month, indicating the first month in which enrollees will be seen and increasing through the program startup period to full capacity. When you are counting clients / admits, the client count will be unique within each month.. Be realistic as to how soon services can start and how long it will take to reach full capacity.

Units of Service

Enter the projected services first by service type and by payor type to be provided each month to the clients identified above.

Ongoing Expenses

In the staffing section, enter the FTEs for each job classification proposed and the salary and benefits expense.

Other ongoing expenses should include but are not limited to Operating Expenses and Admin / Overhead. If the program will require an unusually large operating expense such as rent, that should be shown as a separate line item. .

Startup Expenses

Itemize one-time expenses required to initiate this program in this section.

Revenues

Enter the projected MediCal, Other 3rd Party, and Client Fee revenues needed to support the program.

Budget Narrative

A brief budget narrative should accompany the worksheet explaining assumptions about payor mix, phasing in of client services, expenses and revenues.

SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM

MENTAL HEALTH DEPARTMENT

DIVISION: Family and Children Services

FISCAL YEAR: 2012 - 2015

PROGRAM: Psychiatric Health Facility for Children and Adolescents

AGENCY NAME:

FY12 General Fund Allocation (April-June, includes start-up):

\$350,000

Ongoing Annualized GF Allocation per Fiscal Year:

\$1,400,000

			<u>April</u>	<u>May</u>	<u>Jun</u>	<u>Total FY12</u>	<u>Total FY13</u>	<u>Total FY14</u>	<u>Total FY15</u>
<u>Clients / Admits</u>	MediCal		0	0	0	0	0	0	0
	Un-sponsored		0	0	0	0	0	0	0
	Other		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
			0	0	0	0	0	0	0
<u>UNITS OF SERVICE by Service Type</u>									
Units of Service	Psychiatric Health Facility Bed Day	Medi-Cal	0	0	0	0	0	0	0
Units of Service	Psychiatric Health Facility Bed Day	Un-sponsored	0	0	0	0	0	0	0
Units of Service	Psychiatric Health Facility Bed Day	Other	0	0	0	0	0	0	0
			0	0	0	0	0	0	0
<u>EXPENSE CATEGORY</u>									
<u>Staffing (Contract)</u>									
<u>FTE</u>									
<u>Classification</u>									
0.00	Job Class 1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.00	Job Class 6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Salary			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Benefits			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Personnel			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expenses			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Admin / Overhead			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Ongoing Expenses			\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>Startup Expenses</u>									
Recruitment Services			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other			<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expense			\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>Revenue</u>									
MediCal			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Client Fees			<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Income / (Loss)			\$0	\$0	\$0	\$0	\$0	\$0	\$0

Santa Clara County – Mental Health Department
RFP-MHS-FY11-0075: Child and Adolescent Psychiatric Acute Care Services

Appendix C

IDENTIFICATION OF SUBCONTRACTORS

Vendor shall completely fill in the form below for each subcontract.

A subcontractor is defined as one whom is not directly employed by the vendor:

- 1) Performs work or labor
- 2) Provides a service to the vendor

Work shall be done in compliance with California Public Contract Code sections 4100-4114 and any amendment thereof.

Vendor shall assume full responsibilities for the actions, omissions and errors of subcontractors listed below. No change in subcontractor shall be permitted, after award, without prior written approval from the Director of Mental Health or his/her designee. Changes in subcontractors without prior written consent from the Director of Mental Health or his/her designee can result in the cancellation of the purchase order or contract.

NAME OF
SUBCONTRACTOR

COMPLETE ADDRESS
AND TELEPHONE NO

SPECIALTY

AUTHORIZED SIGNATURE: _____

PRINT OR TYPE NAME: _____

DATE: _____

COMPANY NAME: _____

TELEPHONE NUMBER: (____) _____

ADDRESS: _____

Santa Clara County – Mental Health Department
RFP-MHS-FY11-0075: Child and Adolescent Psychiatric Acute Care Services

Appendix D

CUSTOMER REFERENCES

With your proposal, provide three customer references similar in organization for which you have furnished the proposed services.

1. COMPANY/ORGANIZATION NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS _____

Brief statement of the person's or organization's relationship to the Offeror, the period of the relationship and how the services provided relate to the services described in the RFP.

2. COMPANY/ORGANIZATION NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS _____

Brief statement of the person's or organization's relationship to the Offeror, the period of the relationship and how the services provided relate to the services described in the RFP.

3. COMPANY/ORGANIZATION NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS _____

Brief statement of the person's or organization's relationship to the Offeror, the period of the relationship and how the services provided relate to the services described in the RFP.

Appendix E

OFFEROR'S QUESTIONNAIRE

All information requested in the Questionnaire shall be furnished by the Offeror, and shall be submitted with the proposal. Statements shall be complete and accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for the rejection of a proposal.

1. Name of Offeror exactly as it is to appear on a management services agreement and address which Offeror would designate under the notice provision of the agreement:

2. Offeror, if selected, intends to carry on the business as Individual (), Corporation (), or Other (): If "Other" attach explanation.

3. If a corporation, answer the following:

A. When incorporated? _____

B. In what state? _____

C. Authorized to do business in California? _____

If so, what date? _____

- D. Name, address, years in the corporation, and percentage of stock held by the following officers:

President: _____ Years: _____ Stock %: _____

Vice President: _____ Years: _____ Stock %: _____

Secretary: _____ Years: _____ Stock %: _____

Treasurer: _____ Years: _____ Stock %: _____

Other: _____ Years: _____ Stock %: _____

- E. Name, address and percentage of stock held by each Member of the Board of Directors:

Chairman: _____ Stock %: _____

Member: _____ Stock %: _____

Member: _____ Stock %: _____

Member: _____ Stock %: _____

- F. Name, address and shares of stock held by other principal stockholders: (A Principal Stockholder is defined as a stockholder who holds 10% or more of standing stock of the corporation).

Total capitalization: \$ _____
 Amount of capital stock subscribed: \$ _____
 Amount paid in: \$ _____

5. Have you ever had a bond or surety denied, canceled, or forfeited?

YES () NO () If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

6. Have you ever declared bankruptcy or been declared bankrupt?

YES () NO () If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets.

7. Have any agreements held by you for the services listed in the RFP ever been canceled?

YES () NO () If yes, give details.

8. Have you ever been sued by any other jurisdiction or contractor for issues pertaining to fee payment, performance, or other issues relating to the services listed in the RFP?

YES () NO () If yes, give details.

9. Are you currently engaged in merger or acquisition negotiations, or do you anticipate entering into merger or acquisition negotiations within the time period of this Request for Proposals?

YES () NO () If yes, give details. Attach copy of such agreement(s).

10. Are you now engaged in any litigation which does now or could in the future affect your ability to pay fees or perform under the Agreement?

YES () NO () If yes, give details.

11. What is the duration and extent of your experience in the RFP service category? Experience must reflect local office as well as overall organization's experience (i.e., if your local office is part of a larger group, nationwide).

12. Submit at least two persons, firms and/or governmental bodies, with whom you currently have arrangements or agreements for the RFP service category. Provide contact person's name and telephone number.

13. Submit at least two persons, firms and/or governmental bodies with which you have had arrangements or agreements that are now concluded (organizations that are no longer active customers of your firm). Provide contact person's name and phone number for each organization.

14. State number of persons employed by you who are engaged in the RFP services. Indicate what percentages of these employees are employed locally and what percentage of those employees would directly service an account resulting from this request for proposal. Of the employees indicated, what percentage is management and what percentage are operational?

The undersigned hereby declares under penalty of perjury that all statements, answers and representations made in this questionnaire are true and accurate, including all supplementary statements hereto attached. In the case of a corporate OFFEROR, the signature of one duly authorized representative is sufficient.

Signature

(Please print or type name)

Title

Signature

(Please Print or Type Name)

Title

Appendix F**NON-COLLUSION DECLARATION**

I, _____, am the
(name)

_____ of _____,
(Position Title) (Company)

the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposal has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any vendor of anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the vendor has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the vendor or any other vendor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Date)

(Signature)

-

Appendix G

CONFIDENTIAL INFORMATION PUBLIC RECORDS ACT

1. If requesting that section(s) of their proposal be kept confidential, vendor must list the specific page number(s) and section(s) below.
2. Listing the information below, does not guarantee it will remain confidential. Vendor must have a legal basis for requesting an exemption(s) under the California Public Records Act (PRA) (Government Code Section 6254).
3. If the explanation/reason does not fall under one of the exemptions permitted by the PRA, the information will be disclosed by the County in accordance with the law.
4. Marking your entire proposal as "confidential" or "proprietary" is **unacceptable**. You must identify the specific page number(s) and section(s) and have a legal basis stated in the explanation/reason column below.
5. If vendor is not requesting any exemption(s), please check box: ☐

Item #	Page #	Section/sub-section #	Explanation/Reason
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

Print or Type Name: _____

Authorized Signature: _____

Company Name: _____

Date: _____

Santa Clara County – Mental Health Department

RFP-MHS-FY11-0075: Child and Adolescent Psychiatric Acute Care Services

Appendix H**CULTURAL COMPETENCE FORM****Agency Name:** _____**Program Category:** _____

Identify the Agency's ability to provide language, gender, and culturally **specific** to the **RFP services** by checking all that apply and/or provide the name of Agency that you have an arrangement with to respond to these referrals.

A	B		C
Language, Gender and Culturally Competence	Have staff on board		Name of Agency that you have an arrangement with to respond to these referrals
	1 Included in staffing work plan	2 Not included in staffing work plan. Explain below	
Spanish (Language)			
Vietnamese (Language)			
Other Language:			
G.L.B.T Staff			
African American Staff			
Latino Staff			
Native American Staff			
Asian American Staff			
Pacific Islander Staff			
Others:			

CHILD AND ADOLESCENT PSYCHIATRIC ACUTE CARE SERVICES STATEMENT OF WORK

1. Scope

The Contractor will provide mental health services to children and adolescents, including the provision of services to responsible and/or significant others as required for the treatment of the child or adolescent. Services shall be provided on a voluntary or involuntary basis within an established facility in Santa Clara County, and will include the ability to respond in the community (schools, residences, etc.).

The services to be provided is crisis stabilization services; including psychiatric assessment, crisis intervention, collateral consultation, case management, aftercare planning and facilitation.

The operating hours of the LPS Crisis Receiving Center/Services will be 24 hours/seven days a week. Specific design of operating hours staffing and programming will be based on the most efficient means in meeting the needs of the population to be served and will be mutually agreed upon by the Contractor and Santa Clara County Mental Health Department (SCCMHD).

2. Goals

The goal of the program is to provide a coordinated system of care for children and adolescents whose level of impairment requires evaluation and treatment in a LPS Crisis Receiving Center/Services operated by the Contractor. When psychiatric inpatient treatment is required then the Contractor will coordinate with a child and adolescent inpatient provider for continued care. This program will operate under LPS regulations.

This program will serve to eliminate or reduce the number of minors being admitted to EPS and out of County hospitals.

This program will seek to address the immediate psychiatric crisis through assessment and intervention with the minor and his/her family and/or caregivers; to facilitate services needed for continued acute or post-acute care; and to prepare the youth and family for successful transition to appropriate post-crisis care and reunification.

Objectives

- 2.1. Services at the LPS Crisis Receiving Center shall be provided by a multidisciplinary team that may include clinical social workers, registered nurses, crisis intervention specialists, psychiatrists, and other staff necessary to the process of evaluation and treatment. The length of stay in the LPS Crisis Receiving Center shall be a maximum of 23 hours and 59 minutes. Acute crisis stabilization is undertaken at the time of an acute crisis or symptom exacerbation in lieu of acute hospitalization. The use of crisis stabilization will prevent

unnecessary hospitalization of minors and will support existing community treatment resources.

- 2.2. The LPS Crisis Receiving Center will serve to eliminate or reduce the number of minors being admitted to EPS and out of County hospitals.
- 2.3. This program will ensure that all evaluation and treatment services are accomplished in a setting conducive to patient privacy and confidentiality. Care will not be provided in common waiting areas for any patient.
- 2.4. This program will actively engage and include the minor's family/caregivers in the crisis-related services, and in preparing the youth and family/caregivers for successful transition to ongoing care, and reunification.

3. Specific Requirements for Service Delivery

- 3.1. This program will serve as part of Santa Clara County's continuum of care services for children and adolescents. The program will be expected to set and achieve fixed-term goals for their patients, and to then link the youth and family to other providers for necessary aftercare services. The Contractor is expected to establish written standardized policies and procedures for assessing youth and families who are served by this new program. It is expected that:
 - 3.1.1. The program design must be flexible to meet the changing needs of the client population.
 - 3.1.2. The assessment program developed shall encompass all of the youth's life domains, and will extend beyond a symptom-based approach.
 - 3.1.3. Information gathered from multiple informants must be an integral part of the assessment process.
 - 3.1.4. Both a Diagnostic Statistic Manual-Fourth Edition-Text Revised (DSM-IV-TR) diagnosis and a bio-psychosocial formulation will be established for every evaluation.
 - 3.1.5. The treatment plan developed must be conducted under the clinical supervision of a child psychiatrist, who is to be retained by the Contractor.
- 3.2. All program services must be culturally and linguistically competent.
- 3.3. The length of stay in the Crisis Stabilization services for evaluation and treatment must not extend beyond a maximum 23 hours and 59 minutes.
- 3.4. The Contractor will implement a medication management system that promotes the safe and effective use of medications in minors. This management system

will identify how the Contractor will evaluate its medication management system for risk points, and identify procedures to improve patient safety. It will indicate the process for obtaining medications on a 24/7 basis in order to respond to urgent or emergent conditions, and will describe arrangements that will be made by the Contractor for patients to be provided take-home medications at the time of discharge in a quantity sufficient for a smooth transition to the receiving medication services provider.

3.5. The Contractor will provide a plan that:

- 3.5.1. Describes how the Contractor will work with other SCCMHD programs.
- 3.5.2. Provides for access to physician services on a 24/7 basis.
- 3.5.3. The Contractor must be a full service provider that operates the client services programs described herein, including all required client food service, housekeeping, facilities support/maintenance, and program administrative services necessary to operate a fully independent receiving facility.
- 3.5.4. The Contractor's facility shall be open to inspection upon demand by representatives of the County at all times. The Contractor must ensure compliance with all staffing requirements mandated by state and federal regulation for the crisis stabilization unit.
- 3.5.5. The program will participate in active and continuous collaboration with County community-based support services. Served minors and their families/caregivers shall be linked, as appropriate, within the network of available community support services to meet their extended needs. The goal of crisis stabilization treatment is to stabilize the minor and the minor's family/caregivers, and to prepare them for successful discharge and reunification.
- 3.5.6. The Contractor must establish and maintain certification through Santa Clara County to provide Medi-Cal reimbursable services ("Medi-Cal Certification") before providing and billing for Medi-Cal services to Clients. Contractor will not be reimbursed by County for any Medi-Cal services under this Agreement until Contractor receives Medi-Cal Certification.

4. Quality Assurance

The Contractor shall have a fully operational quality improvement program, with a written quality improvement plan, consistent with National Council on Quality Assurance standards. Contractor participation in the SCCMHD quality improvement plan, including needed presentation to Quality Improvement committees is expected.

The Contractor will participate in the SCCMHD Quality Improvement and Compliance Programs and adhere to all SCCMHD performance requirements.

5. Deliverables

The Contractor will be expected to actively participate in SCCMHD activities, including, but not limited to, SCCMHD committees, other agency committees, studies, resource development, planning groups and activities, and will pursue grants and other funds, public education and other mandated activities and functions required to manage this system of care.

6. Data Collection and Reporting Requirements

Contractor is responsible for collecting and managing data in a manner to be determined by State Department of Mental Health (SDMH) and/or SCCMHD.

Identified objectives and goals will be monitored through monthly meetings to be scheduled by the Contractor and designated SCCMHD staff, and through quarterly reporting, to include:

1. Client and Services Reports: A summary of the number of youth served in the program, the duration of services, primary diagnosis, dispositions upon program exit and other performance indicators that will be mutually agreed upon during contract negotiations; and
2. Financial Reports: Annual fiscal year-end Short-Doyle cost report with year-end expenditures and revenues by program area.

CHILD AND ADOLESCENT PSYCHIATRIC ACUTE CARE SERVICES STATEMENT OF WORK

1. Scope

The Contractor will provide mental health services to children and adolescents, including the provision of services to responsible and/or significant others as required for the treatment of the child or adolescent. Services shall be provided on a voluntary or involuntary basis within an established facility in Santa Clara County.

The services to be provided is Psychiatric Health Facility (PHF) program operation, to include high-intensity (locked) services, treatment, and placement into appropriate aftercare. The PHF program, will operate on a 24/7 basis.

2. Goal

The goal is to provide a coordinated system of care for children and adolescents whose level of impairment requires treatment in an acute psychiatric inpatient PHF setting operated by the Contractor. This program will operate under LPS regulations.

Objectives

- 2.1. The PHF shall provide care to those children and adolescents needing inpatient treatment. The program will serve up to 16 minors per day, with an anticipated average length of stay between three (3) and seven (7) days. PHF services will include comprehensive assessment, multidisciplinary treatment plans incorporating the principles of wellness and recovery, acute symptom stabilization, and timely discharge planning to appropriate aftercare.
- 2.2. This program will ensure that all evaluation and treatment services are accomplished in a setting conducive to patient privacy and confidentiality. Care will not be provided in common waiting areas for any patient.
- 2.3. This program will seek to actively engage and involve the minor's family and/or caregivers in addressing the acute psychiatric crisis, and to prepare the youth and family/caregivers for successful discharge and reunification.

3. Specific Requirements for Service Delivery

- 3.1. This program will serve as part of Santa Clara County's continuum of care services for children and adolescents. The program will be expected to set and achieve fixed-term goals for their patients, and to then link the youth and family to other providers for necessary aftercare services. The Contractor is expected to establish written standardized policies and procedures for assessing youth and families who are served by this new program. It is expected that:

- 3.1.1. The program design must be flexible to meet the changing needs of the client population.
- 3.1.2. The assessment program developed shall encompass all of the youth's life domains, and will extend beyond a symptom-based approach.
- 3.1.3. Information gathered from multiple informants must be an integral part of the assessment process.
- 3.1.4. Both a Diagnostic Statistic Manual-Fourth Edition-Text Revised (DSM-IV-TR) diagnosis and a bio-psychosocial formulation will be established for every evaluation.
- 3.1.5. The treatment plan developed must be conducted under the clinical supervision of a child psychiatrist, who is to be retained by the Contractor.
- 3.1.6. Program components must meet requirements of the California Code of Regulations, Title 9, including compliance with staffing, services and administration provisions, and all other pertinent federal and state regulations.
- 3.2. All program services must be culturally and linguistically competent.
- 3.3. The program must demonstrate the active welcoming, engagement and inclusion of family/caregivers in all aspects of assessment, treatment planning and aftercare planning.
- 3.4. The length of stay for the inpatient program is anticipated to be no greater than seven days.
- 3.5. Discharge planning by the Contractor will begin immediately upon admission. Each minor admitted will be reviewed on a daily basis for progress made towards discharge. Upon achieving clinical stabilization, the minor will be transitioned to the appropriate aftercare in the community. Those minors identified as ready for discharge (e.g., who no longer represent a danger to themselves or others, and no longer meet medical necessity for treatment in an acute inpatient setting), shall be released to their discharge plan identified disposition as soon as possible.
- 3.6. The Contractor will use culturally and developmentally appropriate Evidence Based Treatment (EBT) and will flexibly adopt and implement modifications to treatment according to the needs of each minor. It is expected that clinicians practicing within these programs will employ EBT, and that the Contractor will employ treatments which show promise in decreasing multiple symptoms of served minors, including adoption of Cognitive Behavioral Therapy (CBT)

principals and practices, and wellness and recovery principles, as appropriate. The programs will also be expected to adopt attachment theory principles as appropriate.

- 3.7. The Contractor will implement a medication management system that promotes the safe and effective use of medications in minors. This management system will identify how the Contractor will evaluate its medication management system for risk points, and identify procedures to improve patient safety. It will indicate the process for obtaining medications on a 24/7 basis in order to respond to urgent or emergent conditions, and will describe arrangements that will be made by the Contractor for patients to be provided take-home medications at the time of discharge in a quantity sufficient for a smooth transition to the receiving medication services provider.
- 3.8. The Contractor will provide a plan that:
 - 3.8.1. Describes how the Contractor will work with other SCCMHD programs.
 - 3.8.2. Provides for access to physician services on a 24/7 basis for both the crisis stabilization and acute inpatient programs.
 - 3.8.3. Indicates how the following services will be provided or arranged, specifying the use of off-site resources as appropriate:
 - a. Complete physical health assessment with medical history and physical examination within 24 hours of admission to the PHF program
 - b. Ongoing primary health care for inpatients
 - c. Pregnancy and prenatal care as necessary for minor females
 - d. HIV or other sexually transmitted diseases care
 - e. Infectious disease care
 - f. Nutrition services
 - g. Pharmacy services
 - h. Laboratory services
 - i. Diagnostic imaging services
 - j. EEG and EKG services
 - k. Psychological and neuropsychological screening and testing services
 - l. Social work services
 - m. Rehabilitation and occupational therapy services
 - n. Spiritual and/or pastoral care
 - o. Wellness and recovery resources
- 3.9. The Contractor must be a full service provider that operates the client services programs described herein, including all required client food service, housekeeping, facilities support/maintenance, and program administrative services necessary to operate a fully independent PHF.

- 3.10. The Contractor's facility shall be open to inspection upon demand by representatives of the County at all times. The Contractor must ensure compliance with all staffing requirements mandated by state and federal regulation for the PHF.
- 3.11. The Contractor will ensure that all LPS proceedings, such as Probable Cause Hearings, are conducted and coordinated with the Mental Health Advocacy Project in Santa Clara County.
- 3.12. The program will participate in active and continuous collaboration with County community-based support services. Served minors and their families shall be linked, as appropriate, within the network of available community support services to meet their extended needs. The SCCMHD Hospital Liaison will assist the Contractor social service staff with this linkage and coordination of services. The goal of the inpatient PHF treatment is to stabilize the minor and the minor's family, and to prepare them for successful discharge and reunification.
- 3.13. The Contractor must establish and maintain certification through Santa Clara County to provide Medi-Cal reimbursable services ("Medi-Cal Certification") before providing and billing for Medi-Cal services to Clients. Contractor will not be reimbursed by County for any Medi-Cal services under this Agreement until Contractor receives Medi-Cal Certification.

4. Quality Assurance

The Contractor shall have a fully operational quality improvement program, with a written quality improvement plan, consistent with National Council on Quality Assurance standards. Contractor participation in the SCCMHD quality improvement plan, including needed presentation to Quality Improvement committees is expected.

The Contractor will participate in the SCCMHD Quality Improvement and Compliance Programs and adhere to all SCCMHD performance requirements.

5. Deliverables

The Contractor will be expected to actively participate in SCCMHD activities, including, but not limited to, SCCMHD committees, other agency committees, studies, resource development, planning groups and activities, and will pursue grants and other funds, public education and other mandated activities and functions required to manage this system of care.

6. Data Collection and Reporting Requirements

Contractor is responsible for collecting and managing data in a manner to be determined by State Department of Mental Health (SDMH) and/or SCCMHD.

Identified objectives and goals will be monitored through monthly meetings to be scheduled by the Contractor and designated SCCMHD staff, and through quarterly reporting, to include:

1. Client and Services Reports: A summary of the number of youth served in the program, the duration of services, primary diagnosis, dispositions upon program exit and other performance indicators that will be mutually agreed upon during contract negotiations; and

2. Financial Reports: Annual fiscal year-end Short-Doyle cost report with year-end expenditures and revenues by program area.

Attachment B-1

Proposal Narrative

RFP-MHS-FY12-0075

LPS CRISIS RECEIVING FACILITY		
Section 1 - Organizational Structure and Experience	Total Max Points	30
a. Describe your organization's experience in responding to the needs of children and adolescents experiencing acute psychiatric crises in clinic and community based settings; including assisting the target population to resolve immediate psychiatric crises and avoid locked or prolonged inpatient treatment?	4	
b. Describe your organizations capacity to provide linguistically and culturally competent services to the target populations, particularly when they are experiencing a crisis.	4	
c. Describe your organization's experience in and structure for assuring quality of services; including clinical supervision, training, continuous quality improvement processes, and your capacity to collect required outcome evaluation data and to implement program modifications periodically throughout the life of projects in a timely manner.	4	
d. Describe your organization's experience working as a certified Medi-Cal program for which you billed for Medi-Cal billable services. Include information about reports to the County in which you served Medi-Cal youth; or other clients covered through a third party insurance plan.	3	
e. Describe your experience serving uninsured youth. Include information about billing practices for youth with no insurance.	3	
f. Describe your organization's experience in providing confidential services and how your facility layout will ensures both safety for clients and staff while protecting the client's confidential interview and information, and while insuring active and inclusive involvement of families/caregivers in care delivery.	3	
g. Describe your organization's experience in using emergency transport via ambulance to hospitals or emergency rooms. Include information about billing practices for youth with no insurance.	3	
h. Describe how your organization will provide for 24/7 availability of a psychiatrist.	3	
i. Describe how your organization will attend to non-psychiatric medical concerns of children in crisis.	3	
Section 2 - Proposed Program Description	Total Max Points	60
a. Theoretical Model - Describe your organization's theory of practice in treatment of psychiatric crisis evaluations. Include any current practice with evidence based models/theories and describe how this theory will be incorporated into the proposed program and what processes and protocols will be in place to assure quality of service and consumer/family/caregiver experience of service.	10	
b. Program Structure - Describe how the program will be structured, how clinical intervention services will be provided, how medication needs of clients will be met including how emergency medications will be provided and monitored for quality. Include descriptions of staff duties and program processes. Describe how families will be included in assessment and intervention activities; and how the program address issues of client and staff safety, particularly in the management of self-harming and assaultive behavior will be handled in the program.	10	
c. Linguistic and Cultural Capability - Identify specific program staff that will	10	

Attachment B-1

Proposal Narrative

RFP-MHS-FY12-0075

provide bilingual/bicultural services to individuals who prefer to communicate in Spanish or the other common non-English languages spoken in Santa Clara County. If this capability does not currently exist within the program, refer to the appropriate job description that will ensure this capability, or describe alternate methods to ensure that language appropriate services will be made available.	
d. Staffing Chart - Provide a staffing schedule describing all program staff (including administrative, direct service and support positions by 1) position title and requirements which may include linguistic and cultural skills, education, experience, and certifications; 2) position description including decision authorities, reporting responsibilities, and duties; and 3) hourly salary range and benefits; 4) if positions are not full-time, identify the portion of a full-time position, such as 0.75, 0.5, etc. Include volunteer and other non-paid positions.	10
e. Interface and Linkages - Describe how the proposed program will work with a variety of organizations, including: a) Santa Clara County Emergency Psychiatric Services, Valley Medical Center Emergency Department, or other linking hospitals, outpatient or crisis programs; b) Coordination of services with schools, Juvenile Probation Department, Social Service Agency-Family and Children's Department; c) medical service providers; d) law enforcement agencies; and e) Child Protective Services, Mental Health Advocacy, the Santa Clara County Ombudsman's office, and other protective and advocacy organizations.	10
f. Staff Resumes - Provide brief resumes for all administrative, supervisory and peer partner staff who are currently employed by the Offeror or who the Offeror plans to employ to fill positions in the staffing schedule to accomplish the requirements in the Statement of Work. Include the proposed position title from the staffing schedule on each resume. Resumes should provide sufficient information to determine that the person is qualified for his/her assigned position, including history of relevant education and experience. Include a dated letter signed by the prospective employee(s), if not now on staff, indicating the person's commitment to accept employment if a contract is awarded to the Offeror's organization. Letters of commitment shall be the page following the last page of the person's resume. Do not include social security numbers or home addresses and phone numbers, etc.	10

Attachment B-2

Proposal Narrative

RFP-MHS-FY12-0075

PSYCHIATRIC HEALTH FACILITY		
Section 1 - Organizational Structure and Experience	Total Max Points	30
a. Describe your organization's experience in responding to the needs of children and adolescents experiencing acute psychiatric crises in an acute locked setting certified for providing Lanterman Petris Short (LPS) involuntary evaluation and treatment; and for insuring compliance with all pertinent state and federal oversight and licensing agencies as well as established Joint Commission standards, and all regulations governing the provision of care at a Psychiatric Health Facility.	4	
b. Describe your organization's capacity to provide linguistically and culturally competent services to the target populations, particularly when they are experiencing an acute episode requiring locked inpatient care; .	4	
c. Describe your organization's experience with managing 24-hour admission and discharges into inpatient or residential programs and for managing length of stay requirements and timely discharges.	4	
d. Describe your organization's experience in, and structure for, assuring quality of services; including clinical supervision, training, continuous quality improvement processes, and your capacity to collect required outcome evaluation data and to implement program modifications periodically throughout the life of projects in a timely manner.	3	
e. Describe your organization's experience working as a certified 24-hour Medi-Cal program for which you billed for Medi-Cal billable services. Include information about reports to the County in which you served Medi-Cal youth; or other clients covered through a third party insurance plan.	3	
f. Describe your experience serving uninsured youth. Include information about billing practices for youth with no insurance.		
g. Describe your organization's experience in providing confidential services and how your facility layout will ensure both safety for clients and staff while protecting the client's confidential interview and information, and while insuring active and inclusive involvement of families/caregivers in care delivery	3	
h. Describe your organization's experience in using emergency transport via ambulance to hospitals or emergency rooms. Include information about billing practices for youth with no insurance.	3	
i. Describe how your organization will provide for 24/7 availability of a psychiatrist.	3	
j. Describe how your organization will attend to non-psychiatric medical concerns of children in an acute locked 24-hour setting.	3	
Section 2 - Proposed Program Description	Total Max Points	60
a. Theoretical Model - Describe your organization's theory of practice in treatment of psychiatric inpatient care. Include any current practice with evidence based models/theories and describe how this theory will be incorporated into the proposed program and what processes and protocols will be in place to assure quality of service and consumer/family/caregiver experience of service.	10	
b. Program Structure - Describe how the program will be structured, how clinical intervention services will be provided, how medication needs of clients will be met including how emergency medications will be provided and monitored for quality.	10	

Attachment B-2

Proposal Narrative

RFP-MHS-FY12-0075

Include descriptions of staff duties and program processes. Describe how families will be included in assessment and intervention activities; and how the program will address issues of client and staff safety, particularly in the management of self-harming and assaultive behavior will be handled in the program.	
c. Linguistic and Cultural Capability - Identify specific program staff that will provide bilingual/bicultural services to individuals who prefer to communicate in Spanish or the other common non-English languages spoken in Santa Clara County. If this capability does not currently exist within the program, refer to the appropriate job description that will ensure this capability, or describe alternate methods to ensure that language appropriate services will be made available.	10
d. Staffing Chart - Provide a staffing schedule describing all program staff (including administrative, direct service and support positions by 1) position title and requirements which may include linguistic and cultural skills, education, experience, and certifications; 2) position description including decision authorities, reporting responsibilities, and duties; and 3) hourly salary range and benefits; 4) if positions are not full-time, identify the portion of a full-time position, such as 0.75, 0.5, etc. Include volunteer and other non-paid positions.	10
e. Interface and Linkages - Describe how the proposed program will work with a variety of organizations, including: a) Santa Clara County Emergency Psychiatric Services, Valley Medical Center Emergency Department, or other linking hospitals, outpatient or crisis programs; b) Coordination of services with schools, Juvenile Probation Department, Social Service Agency-Family and Children's Department; c) medical service providers; d) law enforcement agencies; and e) Child Protective Services, Mental Health Advocacy, the Santa Clara County Ombudsman's office, and other protective and advocacy organizations.	10
f. Staff Resumes - Provide brief resumes for all administrative, supervisory and peer partner staff who are currently employed by the Offeror or who the Offeror plans to employ to fill positions in the staffing schedule to accomplish the requirements in the Statement of Work. Include the proposed position title from the staffing schedule on each resume. Resumes should provide sufficient information to determine that the person is qualified for his/her assigned position, including history of relevant education and experience. Include a dated letter signed by the prospective employee(s), if not now on staff, indicating the person's commitment to accept employment if a contract is awarded to the Offeror's organization. Letters of commitment shall be the page following the last page of the person's resume. Do not include social security numbers or home addresses and phone numbers, etc.	10

Attachment C

**MENTAL HEALTH SERVICES ACT COMMUNITY SERVICES AND SUPPORTS (MHSA-CSS)
AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
_____ FOR THE PROVISION OF MENTAL HEALTH SERVICES
FOR FISCAL YEAR 20XX-20XX**

This Agreement ("AGREEMENT") is entered into at San Jose, California, between County of Santa Clara ("COUNTY"), a political subdivision of the State of California and _____, a non-profit or for-profit corporation ("CONTRACTOR"). CONTRACTOR means and includes all staff, employees, agents, and subcontractors of _____. The COUNTY Board of Supervisors has delegated authority to the Santa Clara Valley Health & Hospital System, Mental Health Department ("SCCMHD") to enter into and to carry out the terms of this AGREEMENT.

The parties agree as follows:

AGREEMENT

1. **SCOPE.** This AGREEMENT, including the following Exhibits attached hereto and incorporated herein by this reference establishes the terms and conditions by which CONTRACTOR and SCCMHD will provide mental health services to COUNTY residents during the TERM.

Exhibit A	Program Description
Exhibit B	Program Budget
Exhibit B	Budget Summary
Exhibit C	Insurance Requirements for Professional Service Contracts with Addendum

2. **TERM.** Unless modified, amended, or terminated as provided herein, this AGREEMENT begins April 1, 20XX, and expires June 30, 20XX ("TERM").
3. **EXTENSIONS/AMENDMENTS.**
This AGREEMENT may be renewed for up to twelve (12) additional calendar months provided the COUNTY Board of Supervisors ("BOS") delegates authority to SCCMHD to renew this AGREEMENT and, provided (a) the BOS appropriates funds for the extension of this AGREEMENT; (b) any modifications to rate of payment or the amount or kind of services specifically identified; and, (c) said extension is approved in writing by the authorized representatives of both COUNTY and CONTRACTOR.
4. **TERMINATION.**
 - A. COUNTY may terminate this AGREEMENT if CONTRACTOR breaches any material term of this AGREEMENT and, CONTRACTOR fails to cure such breach within the time specified by COUNTY in the notice of termination. COUNTY reserves the right to terminate immediately, without a period to cure such breach if CONTRACTOR fails to comply with the requirements of section titled **Disclosure of Violations and Unusual Incidents** of this AGREEMENT. The date of any termination of this AGREEMENT will be set forth in a Notice of Termination provided to CONTRACTOR by COUNTY.
 - B. Either party may terminate this AGREEMENT following thirty (30) days written notice to the other party.
 - C. Upon termination of this AGREEMENT, CONTRACTOR will provide SCCMHD's Contract Administration with a current list of Santa Clara County enrollees who received mental health services from CONTRACTOR or who were seen on a regular basis by CONTRACTOR. This information must be provided to SCCMHD's Contract Administration within three (3) days from the date on the termination notice. The list will include the enrollee names, recent phone number or contact information and address.

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- D. Upon termination of this AGREEMENT, CONTRACTOR will participate in and make arrangements for the orderly transition of enrollees.
- E. This AGREEMENT is contingent upon the appropriation of sufficient funding by Federal, State and County sources for the services covered by the AGREEMENT. If it becomes apparent to COUNTY at any time, in COUNTY's sole discretion, that insufficient funding will exist, or that funding from any source will be discontinued, delayed, denied, reduced, or disallowed for any of the services covered under this AGREEMENT, COUNTY has the option to either terminate this AGREEMENT without notice with no liability occurring to the COUNTY, or to offer an amendment to this AGREEMENT indicating the reduced amount.

5. **SUBCONTRACTING.**

- A. CONTRACTOR may not subcontract for any Medi-Cal reimbursable mental health services provided under this AGREEMENT with another Medi-Cal legal entity. CONTRACTOR may subcontract with any other individual or entity provided such individual or entity is not a Medi-Cal legal entity (the "SUBCONTRACTOR").
- B. SUBCONTRACTORS will submit reports as required by the COUNTY.
- C. No subcontract terminates the legal responsibility of the CONTRACTOR to the COUNTY to assure that all activities under the AGREEMENT are carried out.
- D. All subcontracts will be in writing.
- E. Each subcontract must contain as a minimum the following:
 - (1) Full disclosure of the method and amount of compensation or other consideration to be received by the SUBCONTRACTOR from the CONTRACTOR.
 - (2) Specification of the services to be provided.
 - (3) Specifications that the subcontract shall be governed by and construed in accordance and with all laws, regulations, and contractual obligations of the CONTRACTOR.
 - (4) Specification of the term of the subcontract including the beginning and ending dates as well as methods for amendment, termination and, if applicable, extension of the subcontract.
 - (5) The compliance and legal requirements as described in section 7. **Compliance and Legal Requirements**, of this AGREEMENT.
 - (6) The **Non-Payment to Entity/Provider**, requirements detailed in section 18. B. of this AGREEMENT.
 - (7) SUBCONTRACTOR's agreement to submit reports as required by the COUNTY.
 - (8) SUBCONTRACTOR's agreement to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspections, examination or copying by the COUNTY; SCCMHD; State of California, including but not limited to officials from the Department of Mental Health (DMH), the State Department of Health Services (DHS), any designated official of Federal Department of Health and Human Services (DHHS), the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at the SUBCONTRACTOR's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with general standards applicable to such books or record keeping, and for at least seven (7) years from the close of the COUNTY's fiscal year in which the subcontract was in effect.
 - (9) SUBCONTRACTOR's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from the CONTRACTOR.
 - (10) SUBCONTRACTOR's agreement that SUBCONTRACTOR shall comply and be bound by all of the terms of this Agreement.
 - (11) SUBCONTRACTOR's agreement that SUBCONTRACTOR will be paid only by CONTRACTOR in accordance with the **Financial Requirements** section of this AGREEMENT.
- F. In the event CONTRACTOR terminates a subcontract with any SUBCONTRACTOR for services under this Agreement, CONTRACTOR will give at least fifteen (15) days notice from the date of termination to each Enrollee who was rendered services on a regular basis at any time under this Agreement. CONTRACTOR will

maintain documentation of compliance with this requirement for the time specified under the section titled **Maintenance, Retention and Confidentiality of Records** of this AGREEMENT.

6. **SHORT DOYLE CERTIFICATION.**

CONTRACTOR will establish and maintain certification through Santa Clara County to provide Medi-Cal reimbursable services ("Medi-Cal Certification") before providing and billing for Medi-Cal services to Enrollees. CONTRACTOR will not be reimbursed by COUNTY for any Medi-Cal services under this AGREEMENT until CONTRACTOR receives Medi-Cal Certification.

7. **ADVANCE DIRECTIVE AND PHYSICIAN INCENTIVE PLAN.**

CONTRACTOR, including all applicable Subcontractors will comply with COUNTY policies on Advance Directive and Physician Incentive Plan.

8. **COMPLIANCE AND LEGAL REQUIREMENTS.**

A. **Licensure.**

- (1) **Facilities.** Facilities used to perform services pursuant to this AGREEMENT will meet all requirements in applicable LAWS and permits;
- (2) **Personnel.** All persons performing services pursuant to this AGREEMENT must meet all applicable licensing, certification or other legal requirements.

B. **Medicare Rules.** CONTRACTOR will comply with:

- (1) the requirements of the Medicare Act, 42 U.S.C. section 1395 et seq.,
- (2) the regulations and rules promulgated by The Centers for Medicare and Medicaid Services as they relate to conditions of certification, coverage and reimbursement and,
- (3) CONTRACTOR will be responsible for compliance with these LAWS on the date specified in the federal, state or local regulation.

C. **Medi-Cal Rules.** CONTRACTOR will comply with:

- (1) Medi-Cal requirements imposed by statutes, regulations and rules governing certification, coverage and reimbursement,
- (2) Applicable provisions of the
 - (a) California Welfare and Institutions Code,
 - (b) Title 22 of the California Code of Regulations,
 - (c) Federal Medicaid Act,
 - (d) Title XIX of the Social Security Act, 42 U.S.C. section 1396 et seq., and any applicable regulations promulgated thereunder.

D. **Laws.** CONTRACTOR will provide services under this AGREEMENT in accordance with all federal, state and local laws, rules, regulations, and codes (LAWS) effective at the inception of this AGREEMENT and that become effective during the TERM of this AGREEMENT and execute any amendments necessary to implement such LAWS including but not limited to;

- (1) the Bronzan - McCorquodale Act (Welfare and Institutions Code section 5600 et seq.) and any regulations promulgated there under, as applicable;
- (2) the applicable provisions of Titles 9 and 22 of the California Code of Regulations;
- (3) Health Insurance Portability and Accountability Act, 45 C.F.R parts 160 and 164 ("HIPAA");
- (4) California Welfare and Institutions Code section 5328 et seq.;
- (5) California Evidence Code section 1010 et seq.;
- (6) Mental Health Services Act (MHSA Section 5890 et seq.) and any regulations promulgated thereunder;
- (7) any State policies as identified in the State Department of Mental Health (DMH) or Department of Health Services Letters and in the Cost Reporting/Data Collection Manual ("CDRC"), and any other applicable provision of law or regulation.
- (8) CONTRACTOR will honor the enrollee's rights while complying with the above referenced statutes and regulations.

E. **COUNTY Ordinances, Resolutions, Policies, Procedures, Directives, and Guidelines.**

- (1) CONTRACTOR will provide services under this AGREEMENT in accordance with the ordinances and resolutions of the COUNTY Board of Supervisors and the applicable policies, procedures, directives, and guidelines of COUNTY, SCCMHD and Santa Clara Valley Health and Hospital Systems ("SCVHHS").
- (2) CONTRACTOR will be in compliance with any new or modified policy, procedure or directive within thirty (30) days from the date on the notification or sooner if required by federal, state, or local regulations.
- (3) CONTRACTOR and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time, which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant and, (3) in all County vehicles.
- (4) Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

F. **Grant Agreements.** CONTRACTOR will comply with all federal and state funding contracts in which the COUNTY is a Grantee, and said contract provisions will be a part of this AGREEMENT as if fully set forth herein.

G. **Business Conduct.** CONTRACTOR will comply with all applicable LAWS regarding the conduct of their respective business and profession. CONTRACTOR will also comply with all LAWS governing Conflict of Interest and Referral of Enrollees, which are in effect or will become effective during the TERM of this AGREEMENT. These LAWS include prohibitions on:

- (1) Payments for referral to induce the referral of Enrollees (Cal. Business and Professions Code section 650; Cal. Labor Code section 3215; and section 1128B of the Social Security Act); and
- (2) The referral of Enrollees by a CONTRACTOR for certain designated health care services to an entity with which the CONTRACTOR (or the referring party's immediate family) have a financial relationship (Cal. Labor Code sections 139.3 and 139.31, applicable to referrals for workers' compensation services; Cal. Business and Professions Code sections 650.01 and 650.02 applicable to all other enrollee referrals within the State; and section 1877 of the Social Security Act, applicable to referrals of Medicare and Medi-Cal Enrollees.)

H. **Certification of Health Care Providers**

- (1) CONTRACTOR certifies that neither CONTRACTOR nor its employees, directors, board members, subcontractors, or agents have been convicted of a criminal offense related to health care nor is CONTRACTOR or its employees, directors, board members, subcontractors or agents listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in federal or state funded health care programs.
- (2) CONTRACTOR certifies that it has performed an appropriate screening of all its employees, directors, board members, subcontractors, and prior to making the aforementioned certification.
- (3) CONTRACTOR will develop a process to screen on a regular basis all CONTRACTOR employees, directors, board members, subcontractors and agents to determine whether they are excluded or otherwise ineligible for participation in federal or state funded health care programs. CONTRACTOR further agrees to screen all new employees. The screening process and procedure will meet the screening requirements set forth in the SCCMHD policy and procedure relating to excluded provider status. At a minimum, CONTRACTOR will screen each person against the DHHS/OIG List of Excluded Individuals/Entities and the State Medi-Cal Suspended and Ineligible Provider List, hereinafter referred to as the "Excluded Provider Lists". If Contractor employees, directors, board members, subcontractors and agents are found to

be on the Excluded Provider Lists, or they are being investigated for an offense that may lead to exclusion, Contractor agrees to immediately send a written notice to SCCMHD's Compliance Manager to determine appropriate action. If CONTRACTOR or its employees, directors, board members, subcontractors, or agents, is excluded or debarred, or charged with a criminal offense, CONTRACTOR will remove the individual from any responsibility for or involvement in the provision of services under this AGREEMENT for an amount of time determined by COUNTY.

- (4) CONTRACTOR certifies that its license, and the licenses of all persons providing services pursuant to this Agreement, is in good standing and not subject to any pending license investigations or citations. Contractor shall notify County immediately by sending written notice to SCCMHD Compliance Officer upon learning that it's license, or of any person providing services pursuant to this AGREEMENT, is being investigated, cited for a license violation, restricted, or if their license status is changed from good standing.
- (5) COUNTY may terminate this AGREEMENT immediately if CONTRACTOR violates any one of the provisions in this section inclusive, of this AGREEMENT.
- (6) CONTRACTOR will defend, indemnify and hold harmless COUNTY for any loss or damage resulting from any conviction, debarment, or any exclusion of CONTRACTOR or its employees, directors, board members, subcontractors or agents.
- (7) If CONTRACTOR utilizes COUNTY facilities while performing services pursuant to this AGREEMENT, CONTRACTOR will read and abide by the COUNTY Mental Health Department Program Policy, Code of Conduct, and Compliance Program Plan and attend a compliance workshop provided by the COUNTY. CONTRACTORS utilizing non-COUNTY facilities must provide COUNTY with a copy of their compliance program, when requested.

I. **Clean Air Act & Federal Water Pollution Control Act.** CONTRACTOR will comply with all applicable standards, orders or regulations issued pursuant to the provisions of Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, and will include such provision in all subcontracts of amounts in excess of \$100,000. Violations will be reported to the Centers for Medicare and Medicaid Services.

J. **Non-Discrimination**

(1) **Non-Discrimination in Services, Benefits and Facilities.**

- (a) Consistent with the requirements of applicable federal or state law, CONTRACTOR will not engage in any unlawful discriminatory practices in the admission of enrollees, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, HIV status, sexual preference or mental or physical handicap.
 - (b) CONTRACTOR will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of health and Human Services, effective June 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
 - (c) CONTRACTOR will include the nondiscrimination and compliance provisions of this AGREEMENT in all subcontracts to perform service provided pursuant to this AGREEMENT.
 - (d) Notwithstanding other provisions of this section, CONTRACTOR may require a determination of medical necessity pursuant to Title 9, CCR, section 1820.205, Section 1830.205 or Section 1830.210, prior to providing any Medi-Cal covered services to enrollees who are Medi-Cal beneficiaries.
- (2) **Appropriate Facilities.** CONTRACTOR facilities will have access for the disabled to the extent required by Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and any LAWS requiring such access.
- (3) **Non-Discrimination in Employment.**
- (a) COUNTY is an equal opportunity employer. CONTRACTOR will comply with all applicable LAWS including COUNTY's equal opportunity requirements. Such LAWS include but are not limited to the following:

- (b)
 - (i) Title VII of the Civil Rights Act of 1964 as amended;
 - (ii) Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973 (sections 503 and 504);
 - (iii) California Fair Employment and Housing Act (Government Code sections 12900, et seq);
 - (iv) California Labor Code sections 1101 and 1102.
- (c) CONTRACTOR will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall CONTRACTOR discriminate in provision of services provided under this AGREEMENT because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (d) CONTRACTOR will give written notice of its obligations under this clause as follows:
 - (i) **Notices.** CONTRACTOR will post in a conspicuous place such notices to potential applicants and to employees, setting forth their right to be treated in conformity with the non-discrimination provisions of this AGREEMENT.
 - (ii) **Position Advertisements.** All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR will state that CONTRACTOR is an Equal Opportunity Employer.
- (4) **Non-compliance.** Failure to comply with any of the requirements of this section, **Non-Discrimination** will be considered a material breach of this AGREEMENT. Such failure will be grounds for suspension of this AGREEMENT in whole or in part. Nothing in this AGREEMENT will be deemed a limitation on the right of COUNTY to take any other action with respect to CONTRACTOR as a means of enforcing the anti-discrimination provisions of this AGREEMENT as the State may require.

9. **REFERRALS/GOVERNANCE STRUCTURE.**

CONTRACTOR will accept all referrals made by SCCMHD and evaluate the referrals for program admission according to County guidelines, eligibility criteria, client preference and contract capacity.

10. **ADMISSION PROCEDURES.** In accordance with the Governance structure as defined in Section 8 of this AGREEMENT, CONTRACTOR will maintain its enrollee admission procedures and eligibility criteria in writing and must make such procedures and eligibility criteria available to the public upon request. Such procedures must be in conformance with the Welfare and Institutions Code section 5600 et seq.

11. **CONSENT FOR TREATMENT.** CONTRACTOR will obtain a signed “consent to participate” form that includes consent for treatment services for each enrollee covered by this AGREEMENT using a legally adequate consent form in a specific form or format pursuant to California Welfare and Institutions Code section 5326.2 or any other statute or regulation if applicable.

12. **MAINTENANCE, RETENTION AND CONFIDENTIALITY OF ENROLLEE RECORDS.**

A. **Maintenance of Records.**

- (1) CONTRACTOR must maintain legible and adequate medical, clinical and/or rehabilitation records on each enrollee as required by all applicable LAWS based on program type and funding source. Such records will, at a minimum, include:
 - (a) diagnostic studies, if applicable;
 - (b) a description of the goals set for each enrollee's care;
 - (c) documentation describing services provided by various professionals and paraprofessionals;
 - (d) documentation that provides information regarding enrollee interviews and/or progress notes.
- (2) CONTRACTOR will maintain such records in the form determined or approved by the State of California,

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Federal and State LAWS, rules, and regulations, and COUNTY. Such records will be in sufficient detail to facilitate evaluation of the services provided pursuant to this AGREEMENT and will contain all data necessary to prepare any reports required by the DMH.

- B. **Record Retention.** CONTRACTOR will maintain enrollee medical and/or clinical records as required by the California Code of Regulations or any other applicable LAWS. At a minimum, records will be retained for adult enrollees for a period of seven (7) years from the date of discharge, and records of persons who are under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the enrollee's eighteenth (18th) birthday or a period of seven (7) years from the date of discharge, whichever is later.
- C. **Confidentiality.** CONTRACTOR will maintain confidentiality of medical and psychiatric records of enrollees as required by LAWS including, but not limited to:
- (1) California Welfare and Institutions Code section 5328 et seq.;
 - (2) California Evidence Code section 1010 et seq.;
 - (3) Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R., Parts 160 & 164.
13. **ACCESS TO ENROLLEE RECORDS AT CONCLUSION OF AGREEMENT.** Upon expiration or termination of this AGREEMENT, CONTRACTOR will deliver all enrollee records to COUNTY within fifteen (15) working days of the date of expiration or termination. Enrollee records include all medical/clinical records, utilization and peer review records, medication monitoring records, all data entered into the APPLICATION system, and all fiscal records related to funding received under this AGREEMENT. If CONTRACTOR is required to retain such records, CONTRACTOR will supply copies of the records to COUNTY, at CONTRACTOR's expense, and allow inspection of the original records by COUNTY upon request during the duration of the entire retention period. Although CONTRACTOR will, in this event, have possession of enrollee records and information, COUNTY will own all such information and records notwithstanding the provisions of section titled **COUNTY Enrollee Tracking and Services System** of this AGREEMENT.
14. **DISCLOSURE OF VIOLATIONS AND UNUSUAL INCIDENTS.**
- A. CONTRACTOR will notify COUNTY by telephone of the violation of any provision of this AGREEMENT within twenty-four (24) hours of obtaining reasonable cause to believe that a violation has occurred. Notice of such violation will be confirmed by delivering to COUNTY, within seventy-two (72) hours of obtaining reasonable cause to believe that such violation has occurred, a written notice, which will describe the violation in detail (See SCCMHD Policy and Procedures 243). Such notice will be provided to the Mental Health Director.
- B. CONTRACTOR will comply with COUNTY policies, procedures and requirements concerning the reporting of unusual occurrences and incidents.
15. **ELIGIBLE ENROLLEE POPULATION.** CONTRACTOR will serve the enrollees as determined by COUNTY's policies, procedures, directives, and guidelines, as established by the Governance structure.
16. **DATA COLLECTION.** CONTRACTORS are responsible for collecting and managing data in a manner to be determined by State Department of Mental Health (SDMH) and/or SCCMHD. At a minimum:
- A. CONTRACTOR will submit reports to COUNTY as required by COUNTY.
- B. **COUNTY Enrollee Tracking and Services System**
- (1) COUNTY's electronic enrollee tracking and services system, Mental Health Billing Application ("APPLICATION") is a critical source of information for purposes of monitoring the provision of services and for obtaining payment for such services. COUNTY will provide CONTRACTOR access to the APPLICATION system at CONTRACTOR'S expense.
 - (2) CONTRACTOR will be responsible to purchase all equipment necessary to access and use the

APPLICATION System. CONTRACTOR will acquire thin enrollee and/or PC, printers and any other necessary hardware for their sites.

- (3) CONTRACTOR is required to input all data regarding enrollee services within seven (7) calendar days from the date the services were rendered.
- (4) In the event CONTRACTOR cannot satisfy this requirement because the APPLICATION system is malfunctioning, CONTRACTOR will not be in breach of this AGREEMENT.
- (5) COUNTY owns all data in the APPLICATION system. Upon termination, CONTRACTOR may retain a copy of records that CONTRACTOR has a legal right to retain, pursuant to all LAWS.
- (6) CONTRACTOR will comply with all applicable COUNTY policies, procedures, directives, and guidelines regarding the use of COUNTY's APPLICATION system.
- (7) CONTRACTOR will use the APPLICATION System in accordance with the COUNTY's license with APPLICATION vendor. Any violation by CONTRACTOR of the appropriate COUNTY license provision between COUNTY and manufacturer is a material breach of this AGREEMENT. CONTRACTOR will defend, indemnify, and hold COUNTY harmless against all claims, losses, damages brought against or imposed upon COUNTY for CONTRACTOR's breach of the COUNTY's license.

17. CONTRACT MONITORING/PERFORMANCE OUTCOMES.

- A. CONTRACTOR will comply with the SCCMHD's Performance Evaluation Steering Committee's requirements which include but are not limited to participation in the semi-annual Consumer Perception Survey and the Annual Administrative Review.
- B. SCCMHD will be monitoring all services provided under this AGREEMENT on a regular basis (monthly to start). The information gathered through the use of the data collection (Section 13 of this AGREEMENT) will be put into a report that will be reviewed by both SCCMHD and the Governance Structure which will be used to monitor the progress and success of the contracted programs. If it is determined that a corrective plan is needed, CONTRACTOR will be expected to comply within the time frame established in the corrective plan.
- C. If it is determined by SCCMHD that the CONTRACTOR is not able to complete the services in the manner negotiated, SCCMHD reserves the right to reduce the amount of funding in this AGREEMENT and/or terminate this AGREEMENT.

18. CONTRACTING PRINCIPLES. (REVISE AS NEEDED) This AGREEMENT is a Type II service agreement subject to the Resolution of Contracting Principles (Resolution) adopted by the Board of Supervisors on October 28, 1997. Accordingly, CONTRACTOR will comply with all of the following during the TERM of this AGREEMENT:

- A. CONTRACTOR will comply with all applicable LAWS.
- B. CONTRACTOR will maintain financial records adequate to show that COUNTY funds paid under the contract were used for purposes consistent with the terms of this AGREEMENT. These records will be maintained during the TERM of this AGREEMENT and for a period defined in the section titled, **Financial Requirements**, of this AGREEMENT.
- C. To enable COUNTY to determine compliance with the requirements of the Resolution and this AGREEMENT, CONTRACTOR will, through its designated representatives, provide to COUNTY or its designated agents reasonable access to facilities, records, and employees used and employed in conjunction with the provision of services under this AGREEMENT, except where such access is prohibited by all LAWS.
- D. CONTRACTOR will provide to SCCMHD, within a reasonable amount of time from receipt by CONTRACTOR of the COUNTY's request for information, with copies of any and all financial audits completed during the TERM of this AGREEMENT. For the purposes of this section, financial audit includes any final audit report transmitted to CONTRACTOR by the auditor, but does not include draft reports.
- E. CONTRACTOR will use COUNTY funds paid under this contract for COUNTY services and will not use COUNTY funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the legal and financial provisions of this AGREEMENT, this requirement

will not preclude the realization of profit or savings.

- F. CONTRACTOR will promptly advise SCCMHD of:
 - (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any federal, state or local agency for alleged violations of any LAWS, and/or,
 - (2) the issuance of citations, court findings or administrative findings for violations of any LAWS.
- G. As required under the Resolution and the COUNTY's implementing procedures, CONTRACTOR provided to COUNTY as a part of the selection process certain information pertaining to the provision of services under this AGREEMENT and/or expenditures to be charged under this AGREEMENT, including information concerning wages and benefits for CONTRACTOR's employees, length of service, staff turnover and training, complaints (if any) regarding legal violations, and collective bargaining agreements and/or personnel policies. CONTRACTOR warrants and represents that the information so provided was complete and accurate.
- H. The failure of CONTRACTOR to comply with this Section or any portion thereof, and/or the breach of CONTRACTOR's warranty thereunder, may be considered a material breach of this AGREEMENT and may, at the option of the COUNTY, constitute grounds for the termination and/or non-renewal of this AGREEMENT. CONTRACTOR will be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and the opportunity to respond and discuss the COUNTY's intended action.

19. FINANCIAL REQUIREMENTS.

- A. **State and Federal Funding Approval.** The parties acknowledge and agree that this AGREEMENT is contingent on the availability of Federal, State and County funds for the services described in this AGREEMENT including all applicable **Exhibits**. In addition, if the DMH disapproves of this AGREEMENT, it will be null and void.
- B. **Non-Payment to Entity/Provider.** Pursuant to Title 9, CCR, Section 1810.365, CONTRACTOR or an affiliate, vendor, contractor, or subcontractor of the CONTRACTOR will not submit a claim to demand or otherwise collect reimbursement from the enrollee or persons acting on behalf of the enrollee for any FSP services including specialty mental health and administrative services provided under this AGREEMENT except to collect other health insurance coverage, share of cost and co-payments. The CONTRACTOR or an affiliate, vendor, contractor, or subcontractor of the CONTRACTOR will not hold enrollees liable for debts in the event that the CONTRACTOR becomes insolvent, for costs of covered services for which the State or COUNTY does not pay the CONTRACTOR or an affiliate, vendor, contractor, or sub-subcontractor, for costs of covered services provided under a contract, referral or other arrangement rather than from the CONTRACTOR, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a enrollee with an emergency psychiatric condition.
- C. COUNTY reserves the right to withhold amounts from future compensation equal to the amount of any disallowance for billed services as determined following an audit and/or investigation by COUNTY.
- D. **Enrollee's Personal Financial Liability.**
 - (1) CONTRACTOR will determine the personal financial liability of each enrollee for whom services are provided pursuant to the Uniform Method of Determining Ability to Pay ("UMDAP") established by DMH. CONTRACTOR may make therapeutic adjustments to the amount of enrollee's liability provided that they are consistent with COUNTY guidelines. The enrollee's financial responsibility will never exceed the actual cost of providing services as determined in the cost report submitted pursuant to section titled Financial Requirements, subsection Cost Reports.
 - (2) CONTRACTOR will complete a DMH Payer Financial Form for each enrollee. CONTRACTOR will enter the information on the Payer Financial Form into the COUNTY'S APPLICATION system and will retain this form with the enrollee's records.
 - (3) CONTRACTOR will bill the enrollee or appropriate third party (parent, representative payee, conservator, etc.) for the enrollee's determined financial liability as determined under UMDAP. CONTRACTOR will assist the enrollee and/or the third party payer in understanding the bill and will make reasonable efforts to

collect the amounts billed.

- (4) CONTRACTOR will deduct the enrollee's financial liability amounts collected from the enrollee or the third party payer from CONTRACTOR's current or a future bill submitted to COUNTY.

E. Billing

- (1) **Medicare Billing.** CONTRACTOR will bill Medicare for services rendered by CONTRACTOR to Medicare enrollees that are within Medicare's scope of covered services. CONTRACTOR will bill Medicare enrollees only for their personal financial liability determined under UMDAP.
- (2) **Medi-Cal Billing.** COUNTY will bill the Medi-Cal program on behalf of CONTRACTOR for services rendered to Medi-Cal enrollees which are within the scope of Medi-Cal covered services, using the CONTRACTOR'S number assigned by the Medi-Cal program.
- (3) **Third Party Billing.** CONTRACTOR will bill any entity financially responsible for all or part of the enrollee's health care services (third-party payers). CONTRACTOR will reimburse COUNTY for amounts that have been collected from third-party payers if COUNTY has previously paid the CONTRACTOR for the billed services or, CONTRACTOR will deduct the amounts collected from CONTRACTOR's bill submitted to COUNTY. CONTRACTOR will bill enrollees who have a third-party payer only for their personal financial liability determined under UMDAP. CONTRACTOR will retain all billing and payment documentation from third party payers and make such information available to COUNTY upon request.

F. Compensation.

- (1) **Maximum Financial Obligation.**
 - (a) This AGREEMENT'S maximum financial obligation is as stated in the **Exhibit B** summary page for the total agency for services as defined in this AGREEMENT and all applicable **Exhibits**.
 - (b) COUNTY will not be liable to pay more than Maximum Financial Obligation as set forth on the **Exhibit B** summary page for total agency, except for any pass-through funding that may be received by COUNTY for services provided by CONTRACTOR.
 - (c) CONTRACTOR is not obligated to provide services for which no reimbursement will be made when the Maximum Financial Obligation has been fully exhausted.
 - (d) Based on the APPLICATION system utilization data, CONTRACTOR may request closure to admissions prior to the end of the fiscal year if CONTRACTOR demonstrates that the CONTRACTOR will exhaust this AGREEMENT's funding while maintaining the appropriate level of services to existing enrollees through the end of the AGREEMENT TERM.
- (2) COUNTY will compensate CONTRACTOR for services rendered under this AGREEMENT by the payment provision outlined below. On occasion the Mental Health Director may develop an alternative payment provision as needed to address special issues that may arise during the TERM of this AGREEMENT.
- (3) For direct services to COUNTY Enrollees, CONTRACTOR is entitled to receive the lowest of:
 - (a) Medi-Cal's schedule of maximum allowances, times the actual units of service provided;
 - (b) the rate negotiated by COUNTY and the State of California for each unit of service times the actual units of service provided;
 - (c) the rate per unit of service based on actual costs, as determined in the final cost report, times the actual units of service provided; or
 - (d) Units of service are defined in the CRDC manual.
 - (e) COUNTY will inform CONTRACTOR promptly of any rates negotiated with the State.
 - (f) SCCMHD may use the "Based County Contribution" and "Other Revenue" as detailed in the **Exhibit B(s)** of this AGREEMENT to first match FFP for services to Medi-Cal Enrollees and then any remaining funds will pay for the care of non-Medi-Cal Enrollees as defined in SCCMHD's policies, procedures, directives, and guidelines.
- (4) CONTRACTOR's compensation under this AGREEMENT will be reduced by any penalties imposed by the Federal and/or State of California government for the overestimation of costs by CONTRACTOR.
- (5) Compensation for services under Medi-Cal and Healthy Families will not exceed the Federal Medi-Cal amount in COUNTY's Maximum Financial Obligation as detailed in the **Exhibit B(s)** of this AGREEMENT.

- (6) If CONTRACTOR is a negotiated rate provider, payments are subject to retrospective cost settlement that shares equally between the federal government and the legal entity the portion of the federal reimbursement that exceeds actual cost.
- (7) COUNTY will reimburse CONTRACTOR for SB90 services exceeding this AGREEMENT'S MFO once the State has reimbursed COUNTY for these services. Any interest paid by the State on these amounts will be passed through to CONTRACTOR.

G. CONTRACTOR Claim Process.

CONTRACTOR'S claim, which will be final claim, will be submitted to COUNTY by the end of the 8th day of the month. All claims will be submitted to the COUNTY in a format approved by the Mental Health Director and will provide clear and detailed information regarding the services for which the claim is being submitted. The CONTRACTOR claim may include: service data entered into the APPLICATION System by CONTRACTOR, listing the services provided to Medi-Cal and non-Medi-Cal clients since the date of the last submitted final claim; or listing service items such as program support or system development that have been approved by the COUNTY.

- H. Interim Reimbursement.** COUNTY will pay CONTRACTOR on an interim basis, within thirty (30) days following the receipt of CONTRACTOR's final claim as defined above in subsection G titled **CONTRACTOR Claim Process**. COUNTY will pay CONTRACTOR based on the negotiated interim rate for each type of service as specified in the **Exhibit B(s)** attached herein. Payments under this paragraph will not in any month be more than one tenth (1/10) of the Maximum Financial Obligation regardless of the level of claims submitted. COUNTY will have the sole discretion to reimburse CONTRACTOR for more than one-tenth (1/10) of the Maximum Financial Obligation during any month upon CONTRACTOR's written request based upon unusual circumstances. The payments under this paragraph are only preliminary and are subject to adjustment or recoupment upon final settlement or audit as provided in Section 19. K.

I. Annual Cost Report and Audited Financials.

- (1) During the month of September COUNTY will issue instructions for annual cost report and certified audit submission thirty days prior to the finalized submission deadline, which will be no earlier than 106 days from the end of the previous fiscal year.
- (2) The certified audit will contain an audit of CONTRACTOR's financial records for the period covered since the commencement of the AGREEMENT or the last audited period, whichever is later, as well as a financial statement for that period, prepared by a Certified Public Accountant. The audit report will include a schedule of revenues and costs by program. Extensions of this AGREEMENT will not extend the date by which this material must be submitted. Extensions of time to submit the certified audit report and financial statement will be given where such audit is delayed by COUNTY's failure to provide necessary information and may be granted in other instances at the sole discretion of the COUNTY. CONTRACTOR requests for such extensions must be made, in writing, at least ten (10) working days prior to the date on which the certified audit report is due.
- (3) If CONTRACTOR is late in submitting the annual cost report and audited financials, COUNTY reserves the right to withhold the October payment and all subsequent months' claims until such time SCCMHD receives these required reports in accordance with this AGREEMENT.
- (4) If applicable, the CONTRACTOR will provide the COUNTY with a Single Audit report when required by Federal law. The report will be prepared by a Certified Public Accountant, which is in accordance with applicable provisions of the Federal Single Audit Act of 1984 (Public Law 98-502 as amended by the Single Audit Act Amendment of 1996 by the earlier of thirty (30) days after the receipt of the audit report or nine (9) months after the end of the audit period.

J. Advance Payments.

- (1) CONTRACTOR may request advance payments, in writing, to the Mental Health Director. The written request will include an explanation of CONTRACTOR's request for an advance payment. Approvals of the advance will be at the sole discretion of the Mental Health Director.
- (2) CONTRACTOR must submit a Blanket Fidelity Bond in accordance with the requirements outlined in the

attached **Exhibit C**, "Insurance Requirements for Professional Services Contracts" in an amount of at least fifteen percent (15%) of the maximum financial obligation as defined in the **Exhibit B** Summary page of this AGREEMENT prior to receiving advance payments under this AGREEMENT.

K. Settlement of CONTRACTOR's Compensation.

(1) Interim Final Settlement.

- (a) After COUNTY's submission of all Medi-Cal claims to DMH, and after COUNTY has received either payment or denial notification, then COUNTY can determine CONTRACTOR's interim settlement amount.
- (b) If the interim settlement amount exceeds the aggregate amount of interim reimbursements paid by COUNTY, pursuant to section titled **Financial Requirements** of this AGREEMENT. COUNTY will remit the difference to CONTRACTOR. If, however, the amount is less than the aggregate amount of interim payments made pursuant to section titled **Financial Requirements**, COUNTY will give notice to CONTRACTOR of the amount to be returned to COUNTY. COUNTY, at its election, may demand the payment of such amounts within thirty (30) days of the date of the notice, or may use the amounts due as a credit against other amounts owed by COUNTY to CONTRACTOR for future services to be rendered.

(2) Final Settlement and Subsequent Adjustments.

- (a) The parties acknowledge that federal, state and other non-County funds, as well as COUNTY funding, will be used to compensate CONTRACTOR and that the use and expenditure of such funds may be audited by either state, federal or county agencies. CONTRACTOR will cooperate with such audits, to make available all data or documents reasonably requested by auditors including any documents related to parts of CONTRACTOR's organization which are not directly involved in providing services under this AGREEMENT to the extent necessary to validate costs or allocations under this AGREEMENT. CONTRACTOR will respond to any audit inquiries or exceptions made by such officials. CONTRACTOR will take whatever corrective action may be required to comply with applicable state or federal law.
- (b) If the audit reflects that CONTRACTOR was over-compensated by COUNTY, COUNTY will give notice to CONTRACTOR of the amount to be returned to COUNTY. COUNTY, at its election, may demand the payment of such amounts within thirty (30) days of the date of the notice, or may use the amounts due as a credit against other amounts owed by COUNTY to CONTRACTOR for future services to be rendered. If the audit reflects that COUNTY owes additional amounts to CONTRACTOR for services rendered, COUNTY will pay such amounts to CONTRACTOR, provided that COUNTY's obligation will not exceed the Maximum Financial Obligation.
- (c) COUNTY will reimburse CONTRACTOR for SB90 services exceeding this AGREEMENT's MFO once the State has reimbursed COUNTY for these services. Any interest paid by the State on these amounts will be passed through to CONTRACTOR.
- (d) In the event that CONTRACTOR disagrees with the determinations made in a state or federal audit of payments to Medi-Cal or unsponsored Enrollees, CONTRACTOR may appeal according to the appeals process set forth in the section titled **CONTRACTOR Problem Resolution and Appeal Process** of this AGREEMENT. CONTRACTOR will bear the cost of any appeal related to Medi-Cal payments. CONTRACTOR will cooperate fully in the prosecution of such appeals. If such appeal results in additional payments to COUNTY and if CONTRACTOR has already reimbursed COUNTY for its share of the initial audit liability, COUNTY will return to CONTRACTOR its pro rata share of the additional amounts received as a result of the appeal.

- L. Maintenance and Retention of Financial, Billing and Statistical Records.** CONTRACTOR must maintain all financial, statistical, billing, or accounting records, associated with the provision of each type of service pursuant to this AGREEMENT and all applicable **Exhibits**, necessary to support the cost report prepared pursuant to section titled **Financial Requirements**, subsection **Annual Cost Report and Audited Financials**, of this AGREEMENT. Moreover, CONTRACTOR must maintain all statistical data necessary to support the allocation of such costs among programs or types of programs and/or among payers, and will maintain records,

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in accordance with generally accepted accounting principles, reflecting the methods and calculations used to make such allocations, and such other statistical data as will be necessary to satisfy the requirements of all LAWS. CONTRACTOR will maintain such data in a format specified by the State of California, COUNTY, and if applicable, in accordance with Medicare and Medi-Cal regulations.

- (1) CONTRACTOR must maintain such financial records for a period of seven (7) years from the later of the following events:
 - (a) termination or expiration of this AGREEMENT;
 - (b) audit or final settlement of COUNTY's or CONTRACTOR's claim for payment by Medi-Cal, if the results of such audit or settlement are not appealed; or
 - (c) completion of an appeal by COUNTY of any adjustments or disallowance made by a third-party payer on audit. If there is a dispute, audit, or inspection, records must be retained beyond seven years until the dispute, audit, or inspection is resolved. CONTRACTOR will be responsible for any disallowances related to inadequate documentation.
- (2) CONTRACTOR will allow, and will require all subcontractors to allow, the following agencies access and the right to inspect or evaluate the cost, quality, appropriateness, and timeliness of services performed, to audit and inspect any books, charts and records of CONTRACTOR which pertain to services performed and/or determination of the amounts payable under this AGREEMENT, and the right to have reasonable access to facilities, programs, CONTRACTOR, enrollees, or other material or persons such officials deem necessary to monitor or audit services rendered during the Term and, unless otherwise stated in this Agreement, for a period of four years after the service was provided pursuant to this Agreement. Except as otherwise provided in LAWS, such access will be provided during CONTRACTOR's normal business hours upon proper notice. (See also section title **Contracting Principles** of this AGREEMENT)
 - (a) SCCMHD,
 - (b) COUNTY,
 - (c) State of California, including but not limited to officials from the Department of Mental Health (DMH) the State Department of Health Services (DHS),
 - (d) any designated official of Federal Department of Health and Human Services (DHHS),
 - (e) the fiscal intermediary, or,
 - (f) the Comptroller General of the United States.
- (3) For the purposes of implementing Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations thereto, CONTRACTOR will comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this AGREEMENT:
 - (a) until the expiration of five (5) years after the furnishing of such services pursuant to this AGREEMENT, CONTRACTOR will make available, upon written request to the Secretary of the Department of Health and Human Services ("SECRETARY") or upon request to the Comptroller General, or any of their duly authorized representatives, the contract, and CONTRACTOR's books, documents and records that are necessary to certify the nature and extent of such costs, and,
 - (b) if CONTRACTOR carries out any of the duties of this AGREEMENT through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period with a related organization, such subcontract will contain a clause to the effect that until the expiration of five (5) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon written request to the SECRETARY, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

M. Early Termination.

- (1) If, for any reason, this AGREEMENT is terminated by either party prior to its expiration date, the total compensation paid to CONTRACTOR will be equal to a prorated portion of COUNTY's Maximum Financial Obligation set forth in **Exhibit B(s)**, based on units of service actually delivered.
- (2) Final payment of any amounts due will not occur until after CONTRACTOR has submitted its cost report and the certified audit in accordance with the section titled **Financial Requirements**, subsection **Annual**

Cost Report and Audited Financials, and that such cost report and audited financial have been audited by the applicable COUNTY, State or federal governmental agency. COUNTY will complete its audit, within twelve (12) months from the end of the period of time to which the cost report relates, or the end of COUNTY's fiscal year, whichever is later.

- N. **Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Program.** If CONTRACTOR has EPSDT funding included in its budget the following applies: The availability of funds to pay for the EPSDT program under this AGREEMENT is contingent upon the State reimbursing the COUNTY under the EPSDT program. If the State does not provide sufficient funding to pay for the EPSDT related programs, the CONTRACTOR will be required to reimburse COUNTY funds received under the EPSDT program. COUNTY may offset the amount due from the CONTRACTOR from any payment due or that becomes due to CONTRACTOR under this AGREEMENT or any subsequent agreement.
20. **RELATIONSHIP OF THE PARTIES.** CONTRACTOR will perform all work and services described herein as an independent CONTRACTOR and not as an officer, agent, servant or employee of COUNTY. None of the provisions of this AGREEMENT is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this AGREEMENT. The parties are not, and will not be construed to be, in a relationship of joint venture, partnership or employer-employee. Neither party will have the authority to make any statements, representations or commitments of any kind on behalf of the other party, except with the written consent of the other party. CONTRACTOR will be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. COUNTY will be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. CONTRACTOR's personnel rendering services under this AGREEMENT will not have any of the rights or privileges of COUNTY or State employees. CONTRACTOR and its agents, employees and subcontractors will not have any claim against the COUNTY or State for any employment privileges and benefits, including but not limited to vacation pay, sick leave, retirement benefits, Social Security, workers compensation, unemployment benefits, disability benefits, etc. Notwithstanding any reference to a managed care plan or system of care, CONTRACTOR will act as an entity separate and apart from the COUNTY, and will be considered an independent CONTRACTOR for all purposes, including liability and litigation.
21. **INDEMNIFICATION AND INSURANCE.**
- A. CONTRACTOR will indemnify, reimburse, hold harmless and defend COUNTY, its officers, agents, or employees from any and all liability, damages, loss, costs, and obligations, including court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or persons, or loss of damage to any property, resulting from the act or omission of CONTRACTOR, its agents, or employees in connection with performance of this AGREEMENT. COUNTY will indemnify, reimburse, hold harmless and defend CONTRACTOR, its agents, or employees from any and all liability, damages, loss, costs and obligations, including court costs and reasonable attorneys fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or persons, or loss or damage to any property, resulting from the act or omission of COUNTY, its officers, agents or employees in connection with performance of this AGREEMENT.
- B. CONTRACTOR will comply with the provisions involving insurance as set forth in **Exhibit C** hereto, which is incorporated by this reference.
22. **CONTRACTOR PROBLEM RESOLUTION AND APPEAL PROCESS.** Pursuant to sections 1850.305 et.seq. of Title 9, CONTRACTOR will follow the Problem Resolution and Appeal process established by SCCMHD to resolve Mental Health Plan (MHP) payment authorization issues, complaints and/or concerns (see SCCMHD Policies and Procedures 651).
23. **GENERAL PROVISIONS**
- A. **Assignment.** Rights and obligations under this AGREEMENT may not be assigned or delegated, in whole or in part, without the prior written consent of the other party. CONTRACTOR will give COUNTY a minimum of

30 days to consider any request to assign, prior to the proposed effective date of such assignment. Approval for assignment may be granted by COUNTY. Failure to obtain prior, written consent to an assignment will be deemed a material breach of this AGREEMENT. Upon an authorized assignment, CONTRACTOR will ensure that the terms and conditions of this AGREEMENT will inure to the benefit of COUNTY and be binding upon the successor and assignees, except such terms and conditions as may be expressly waived, in writing, by COUNTY.

- B. **Notices.** All notices required to be given under the terms of this AGREEMENT will be in writing and must be delivered in person, transmitted by electronic facsimile, or deposited in the United States mail, certified mail, return receipt requested, addressed to the parties as set forth below:

- (1) Copy to: COUNTY:

COUNTY of Santa Clara, Board of Supervisors
Administration Building
70 West Hedding Street
San Jose, California 95110

- (2) Copy to: Mental Health Department
Nancy Peña, Ph.D., Director
828 South Bascom Avenue, Suite 200
San Jose, California 95128

- (3) Copy to: CONTRACTOR:

C. **Miscellaneous.**

- (1) This AGREEMENT will be binding upon the successors, assigns, heirs, and enrollees of the parties hereto, subject to the provisions of section titled **General Provisions**, subsection **Assignment**, of this AGREEMENT.
- (2) The paragraph headings used in this AGREEMENT are intended solely for convenience of reference and will not in any way or manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions of this AGREEMENT.
- (3) As used herein, the masculine, feminine, or neuter gender and the singular or plural number will be deemed to include the others whenever the context so dictates.

- D. **Entirety.** This AGREEMENT, including its exhibits, contains the sole and entire AGREEMENT between COUNTY and CONTRACTOR with respect to the subject matter hereof and will supersede all prior agreements between the parties as of the effective date hereof. The parties acknowledge and agree that they have not made any representations with respect to the subject matter of this AGREEMENT, or any representations inducing its execution and delivery except such representations as are specifically set forth herein.

- E. **Severability.** In the event any one or more of the provisions contained in this AGREEMENT will, for any reason, be held to be invalid, illegal or unenforceable in any respect, it will not affect any other provision of this AGREEMENT. This AGREEMENT will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- F. **Governing Law/Venue.** This AGREEMENT has been executed and delivered in, and will be construed and enforced in accordance with, the law of the State of California. Venue will be in Santa Clara COUNTY, California.

- G. **Waiver.** No delay or failure to require performance of any provision of this AGREEMENT will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and will apply to the specific instance expressly stated.

- H. **Counterparts.** This AGREEMENT may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as set forth below.

COUNTY OF SANTA CLARA
Department of Mental Health

CONTRACTOR

Nancy Peña, Ph.D., Director

Name/Title

Date

Date

APPROVED AS TO FORM AND LEGALITY:

Greta S. Hansen
Deputy County Counsel

Date

APPROVED:

Emily Harrison,
Deputy County Executive

Date

Attachment D

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACTS (e.g. Medical, Legal, Financial services, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

Attachment E**ACRONYM AND TERM GLOSSARY**

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

72 Hour Hold (Involuntary Hold)	Welfare and Institutions Code 5150 is a legal action that mandates that an individual who presents as a Danger to Self/Others; or is Gravely Disabled (i.e. unable to provide for their basic needs) must be placed on a psychiatric hold, with or without their consent, for evaluation and treatment.
Assessment	A service that is based on a method of interview, observation and testing. This service may include a clinical analysis of the history and current status of a client or patient's mental, emotional or behavioral disorder, relevant cultural issues and history, diagnosis and the use of testing procedures.
Best Practice	Those clinical and administrative practices based on outcome evaluations that have been replicated across a number of programs or community settings and are widely accepted as having demonstrated reliable positive/successful results.
Bid or Proposal	Bidders'/Contractors' response to this Request.
Case Management	The total provision of services to a consumer that addresses the needs of the client to function at his or her best level in the community, often arranging for appropriate services and support. A case manager coordinates mental health, educational, health care, vocational, housing, transportation, advocacy, respite care, and recreational services, as needed. The case manager ensures that the changing needs of the consumer and family are met.
Consumer/Client	Any individual who does or could receive mental health, alcohol, drug and other care services to improve the quality of his or her life.
Contractor	When capitalized, shall refer to selected Bidder that is awarded a contract.
Culturally Efficient	An understanding of individual culture and a sense of empathy that is based on beliefs/attitudes, understandings, and skills to intervene effectively in multicultural situations.
Evidence-Based Practice	Those clinical and administrative practices that have been proven to consistently produce specific intended results through research using controlled (randomized) clinical trials in relevant community settings and programs.
Family Member	A person, who has provided primary support for, is a primary caregiver of, or whose daily life is impacted by being a family member (by personal or biological definition) of a person who is living with symptoms of mental illness. Family members may be the biological parents, foster parents, siblings, spouses, children, aunts, uncles, cousins, friends, or anyone else whom the consumer defines as "their family members."

Federal	Refers to the United States Federal Government, its departments and/or agencies
Learning Advisory Committee (LAC)	LACs enable stakeholders to significantly participate in the implementation and learning for Innovation projects. Comprised of approximately 12 stakeholders, including consumers, family members, and system partners, they function as advisory work groups with oversight and support from the SCCMHD.
Master Contract	The formal contract between the SCCMHD and the Contractor.
Mental Health Support	Refers to assistance provided to individuals and/or families in securing culturally appropriate mental health services, regardless of payer status.
MHD	Mental Health Department
MHSA	Mental Health Services Act (Prop 63) imposes a 1 % income tax on personal income in excess of one million dollars to fund mental health services in California; passed into law Nov 2004.
Mental Health Support	Refers to assistance provided to individuals and/or families in securing culturally appropriate mental health services, regardless of payer status.
Outreach	The acts of extending services or assistance to those in the community who may benefit from care but who have not, or have not been able to, come forth to seek it.
Qualified	A person who meets the requirements and criteria established by a regulatory or credentialing agency, to perform certain designated roles and tasks.
Phased Budget	A phased budget describes clients, services, staffing, expenses and revenue by month during the startup phase of a contract and by fiscal year thereafter through the entire term of the contract.
Request for Proposal (RFP)	Shall mean this document, which is the Santa Clara County's request for Contractors'/Bidders' proposal to provide the goods and/or services being solicited herein.
Serious Mental Illness (SMI)	The SCCMHD defines a Severe Mental Illness to be a condition associated with a diagnosis within the DSM-IV-TR that meets the medical necessity criteria as specified in the California Code of Regulations, Title 9, Chapter 11, Sections 1820.205(a)(1) for Psychiatric Inpatient Hospital Services and 1830.205(b)(1) for Specialty Mental Health Services. Same definition as Major Mental Disorder.

Service Provider	Individuals, groups, and organizations, including County-operated programs, that deliver services to clients and patients under an agreement or contract with the SCCMHD
Stakeholder	A person or group of people who impacts or is impacted by mental health services; (b) A person who represents others' interests relative to mental health services.
State	Refers to State of California, its departments and/or agencies
System Of Care (SOC)	In a system of care, mental health, education, welfare, judicial, and other agencies work together to ensure those individuals with mental, emotional, and behavioral problems and their families have access to the services and supports they need to succeed.
TA	Technical Assistance
Treatment	Specified mental health, medical and appropriate ancillary services to be assessed, prescribed, implemented, and monitored for clients by the Contractor or the SCCMHD designees.
Unserved or Underserved Populations	Groups that have received no services or are receiving inadequate services to meet their needs.
Voluntary	To receive services by request and/or consent. In the case of a minor, refers to the request and/or consent of a parent, guardian, or other responsible agent unless the minor may give consent.
Wellness, Recovery and Resiliency Model Wellness, Recovery and Resiliency Model	Effective mental health services and supports offer people opportunities to build their <i>resiliency</i> , giving people the internal resources required to fully pursue <i>recovery</i> and manage <i>wellness</i> . - Wellness is the experience of vibrant health across the dimensions of mind, body and spirit - Recovery refers to the process of people returning to a meaningful life, guided by their own choices, in their natural community - Resiliency is a person's innate capacity for positive growth and transformation across the life span despite difficult challenges.

Attachment F

Contracting Principles
October 1997
Amended October 21, 2008

WHEREAS the County of Santa Clara purchases contract services;

WHEREAS the County of Santa Clara purchases these services in the interests of meeting the needs of its residents and such services are integral to the County's mission to serve the public;

WHEREAS the County of Santa Clara is concerned over the increased costs of providing health care to the uninsured through the services of the Santa Clara Valley Health and Hospital System;

WHEREAS the County of Santa Clara Is committed to the provision of quality services, whether provided directly by the County or by contract agencies;

WHEREAS the County of Santa Clara Is committed to Insudng that services are provided by responsible contract agencies;

WHEREAS the County of Santa Clara seeks to maximize direct resident/client services while minimizing indirect service costs and seeks to promote fiscal responsibility;

WHEREAS the County of Santa Clara has an Interest in encouraging, to the extent possible, an environment In which labor and employment disputes do not disrupt the continuous delivery of purchased services;

WHEREAS the County of Santa Clara has a strong and ongoing interest In providing continuous services to the consumers of those services;

WHEREAS the County of Santa Clara needs to know the level of pay and benefits provided by County contractors in order to intelligently consider their impact;

WHEREAS this consideration should take place in the County's open and public discussion of contract awards;

NOW, THEREFORE, be it resolved that effective June 1, 1998, as a condition of the renewal of any contract or the letting of any new contract any agency or company contracting to deliver services for the County shall comply with the following contracting principles;

I. Contracting Principles

A. All Type I and Type II contracts, as hereinafter defined, shall include a contract provision specifying that the contractor shall comply with all applicable federal, state and local rules, regulations and laws.

B. In order to assure fiscal responsibility, strength and compliance with these principles all Type I and Type II contracts shall include a contract provision specifying that the contractor shall maintain financial records, that would be adequate to show that County funds were used for purposes consistent with the terms of the service contract.

C. All Type II contractors shall provide specific information in addition to that which is required of a responsible bidder. The information will be delineated in the contractor selection process document but shall, at a minimum, include the following information pertaining to the actual provision of services and/or expenditures charged to the contract:

1. Information regarding the wage level, pay range and benefits for positions and job classifications.

- a) The wage and benefit information for executive, managerial and supervisory positions may be presented as one aggregate figure. For example: "Executive, Managerial and Supervisory wage and benefits costs for this contract are (or in the case of a new program the projected level) \$X for each year of the contract." However, in no instance would an individual be identified by employee name.

- b) The wage level, pay range and benefit costs for all other positions and job classifications that will be providing actual services and/or expenditures charged to the contract should specify actual distribution (or in the case of a new program the projected level) of wage rates within each pay range by the specific salary level. However, in no instance would an individual salary be identified by employee name. In the case of single position job classes the information may be aggregated with similar job classes.

For example: "In Job Classification A there are five positions with a pay range of \$X to \$Y. With two employees paid at \$X, two employees paid at \$Y and one paid at \$Z midpoint between \$X and \$Y."

- c) If medical insurance is provided a summary of coverage for each plan must be submitted (or in the case of a new program the projected level). In addition, the County may also request the entire plan document.

The summary must include the total premium cost, the amount of the premium paid by the employer and employee, and any co-payments or other employee costs.

If medical insurance is not provided, the County Agency/Department presenting the contract for approval shall calculate and disclose the costs of providing medical insurance to the employees of the contractor. Costs shall be determined by the County Executive based on a standard cost provided by the Santa Clara Valley Health and Hospital System.

2. Length of Service

a) The length of continuous employment with the contractor by job classification (information shall not include employee names).

b) In addition, the contractor may submit information detailing the relevant prior experience of employees within each job classification (information shall not include employee names).

3. The annual rate of staff turnover.
4. The number of hours of training for each position in subject matters directly related to providing services to County residents/clients.
5. The number of legal complaints issued by an enforcement agency for alleged violations of applicable federal, state or local rules, regulations or laws and the number of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws. The information must include the date, enforcement agency, the rule, law or regulation involved and any additional information the contractor may wish to submit.
6. Copies of any collective bargaining agreements or summary of personnel policies covering the employees providing services to the County.

D. All Type II contracts shall include a contract provision specifying that in order to determine compliance to these principles as well as the contract, the contractor shall be required to provide the County or its agents, except where prohibited by federal or state laws, regulations or rules, reasonable access, through representatives of the contractor, to facilities, records and employees that are used in conjunction with the provision of contract services.

E. During the term of any contract all Type II contractors shall provide to the County copies of any financial audits that have been completed. The contractor shall use County funds for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contracts, this shall not preclude the realization of profits or savings.

F. During the term of any contract all Type II contractors shall advise the County Department/Agency responsible for monitoring the contract of the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State or Local agency for alleged violations of federal, state or local rules, regulations or laws. In addition, the specific contract may include additional provisions regarding notice to the County of specific client/patient service issue complaints.

G. During the term of any contract all Type II contractors shall advise the County of the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws.

H. Violations of this policy may be considered material breaches of any Type I or Type II contract, and may, at the option of the county, constitute grounds for the termination or non-renewal of any such contract, according to its terms. The contractor shall be provided reasonable notice of any intended termination or non-renewal and the opportunity to respond and discuss the County's intended action.

II. Definitions

- A. For purpose of this Resolution renewal of any contract shall not include modifications or amendments that do not extend the original length of the contract.
- B. For purposes of this Resolution services shall not include the rental, purchase, sale, lease, lease back or lease purchase of goods. Nor shall the rental, purchase, sale, lease, lease back or lease purchase of any facility or property be included.
- C. For purposes of this resolution Type 1 Service contracts shall include **any** of the following in which the county purchases services from:
 - 1. Sole Source
 - 2. Construction or other work required by law to be contracted out.
 - 3. Individuals and contractors that employ less than twenty-five (25) employees.

4. Contract which provides for immediate needs necessary to preserve public health, safety or peace and any other emergency work which cannot be handled because staff and equipment have been allocated and the work must be done post-haste.
 5. Contract necessary to provide immediate emergency repair of facilities or equipment in order to preserve or provide continuous public, inmate, patient or client services or for the safety and health of the public or employees.
 6. Contract with other public agencies.
 7. Contract of One Hundred Thousand Dollars (\$100,000) or less (excluding contractors where the aggregate of multiple contracts for the same or similar services with the same contractor exceeds \$100,000), except where a labor contract contains a specific provision that requires notice to the County labor organization, then the labor contract provision and threshold dollar amount shall be applied.
 8. Contract with Professionals (such as legal, financial, engineering, architectural, management consulting services, and physician and medical consulting services) where the primary services contracted for will be provided by those professionals.
 9. Contract requires work to be performed with specialized equipment (such as trucks, cranes and other similar large equipment) including those contracts when the contractor provides an operator for the equipment.
 10. Contract for facility or equipment maintenance except such facility or equipment maintenance provided by County employees at the time of adoption of this resolution (i.e., FY 1998).
 11. Contract is for maintenance services incidental to the purchase (or lease etc.) Of goods or equipment.
 12. Contracts to provide employee benefits pursuant to provisions of County labor contracts.
- D. For purposes of this Resolution Type II Service Contracts includes all service contracts in which the County purchases services not covered under Definitions I.B. and I.C. of this Resolution. Garment rental contracts shall be considered a Type II for the purposes of this resolution.

III. Implementation

- A. The County Executive shall direct the preparation and dissemination of any administrative guidelines and directives to County Departments/Agencies as are necessary to implement this Resolution as of June 1, 1998. These directives shall include a requirement that each County Department or

Agency advise current service contractors of the implementation of this Resolution prior to June 1, 1998.

- B. The County Counsel shall develop and disseminate standardized contract provisions that implement this Resolution.
- C. This Resolution and its requirements shall be a part of, and shall be added to, the previously adopted Board policy on Bidding and Contracting.
- D. The implementation and actual experience under terms of this resolution shall be reviewed by the Board Finance Committee and then the full Board beginning one year after adoption of this resolution. The Board shall affirmatively seek out and consider the input of contractors operating under these contracting principles. In addition, the County Executive shall provide quarterly reports to the Finance Committee.

DECLARATION OF CONTRACTOR

To be completed by all Type I and Type II contractors)

- ☐ This is a Type I service contract under the Board of Supervisor's Resolution of Contracting Principles.

If this box is checked, please complete the following:

Type I Category: _____

Explanation: _____

- ☐ This is a Type II contract under the Board of Supervisor's Resolution on Contracting Principles.

The contractor currently has other County contracts for the same or similar services:

☐

Yes

☐

No

If **Yes** is checked, please list and describe contracts, types and dollar amounts.

I am authorized to complete this form on behalf of _____

_____ [Name of contracting entity]. I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Contractor Signature: _____

Name: _____

Title: _____

Date: _____

**CONTRACT PROVISIONS TO IMPLEMENT THE TERMS OF THE
RESOLUTION RE: CONTRACTING PRINCIPLES
[TYPE I CONTRACTS ONLY]**

This contract is a Type I service contract, subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997 and subsequently amended on October 21, 2008. Accordingly, Contractor shall comply with all of the following:

- a. Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.
- b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contracts. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the ground of non compliance with this Section, and the opportunity to respond and discuss the County's intended action.

**CONTRACT PROVISIONS TO IMPLEMENT THE TERMS OF THE
RESOLUTION RE: CONTRACTING PRINCIPLES
[TYPE II CONTRACTS ONLY]**

This set of forms is applicable generally for contractors providing service to the County of Santa Clara. It is not intended for contractors that provide rental, purchase, sale, lease, lease back or lease purchase of goods to the County.

It should be assumed that contractors are Type II providers unless they meet the exceptions as described in II. C. 1-12 of the Resolution of Contracting Principles.

Contracting Principles Compliance Online Access

Our goal is to create a community for Type II Contractors that among other things makes the process of submitting Contracting Principles and other compliance information to County departments more efficient and consistent.

To take advantage of this service, you must first register. Your registration will allow your organization portal access for submitting and updating information for the Annual Information, RFP-specific Response, and Fiscal Audit described below. The information you submit cannot be viewed through this website by anyone except authorized County staff.

You will have the ability to:

- ☐ Create and Maintain your Contracting Principles Type II one-time submission information (Annual Information)
- ☐ Create and Maintain multiple Contracting Principles Type II contract-specific information (RFP-specific Response)
- ☐ Upload and update your annual financial audit reports sent into the County (Fiscal Audit)

To use the online capability you have to register with the portal as a Type II contractor at:

<http://eservices.sccgov.org/cpc/prepare.do?action=begin>

SECTION 1

Information regarding the wages and benefits for executive, managerial and supervisory positions pertaining to services provided under the proposed contract. (Please do not provide employee names)

Aggregate total wages for the above positions pertaining to services provided under the proposed contract. (Please do not provide employee names)

= _____

Aggregate total medical benefit employer costs for the above positions pertaining to services provided under the proposed contract:

= _____

If no medical benefits are provided, County Agency/Departments will consider and include such costs for these employees, as determined by the Santa Clara Valley health and Hospital system and set by the County Executive.

Equivalent total medical benefit employer costs attributed to the above positions:

= _____

SECTION 2

Information regarding the wages and benefits for all other positions except: executive, managerial and supervisory positions, pertaining to services provided under the proposed contract.

(Please do not provide employee names)

Job Class	Pay Ranges	Total Number of Positions	Employees at this level	Pay Subtotals
A	_____	_____	_____	_____
B	_____	_____	_____	_____
C	_____	_____	_____	_____
D	_____	_____	_____	_____
E	_____	_____	_____	_____

Total medical benefit employer costs attributed to the above positions:

= _____

If no medical benefits are provided, County Agency / Department will consider and include such costs for these employees, as set by the County Executive and determined by the Santa Clara Valley Health and Hospital System.

Equivalent total medical benefit costs attributed to the above positions:

= _____

(Use additional sheets of Section 2 page for more job classes or more positions)

SECTION 3

Medical cost (medical, dental, vision and life insurance premium) breakdown for employees in Sections 1 and 2; if a different benefit package is offered to management employees, please identify and describe:

Medical Cost	Employer Contribution	Employee Self Contribution	Total Cost
Employee only			
Employee plus one dependent			
Employee plus multiple dependents			

Please check one:

- ☐ Administrative/Management Employees Only
☐ Line Employees Only
☐ All employees

Please attach a summary of all medical (medical, dental, vision and life insurance premium) plans for employees reported in Sections 2 and 3.

The County reserves the right to have contractor provide entire plan documents.

(Use additional sheets of Section 3 page for additional plans)

SECTION 4

Please provide information for length of service of contractor staff in the area of service currently provided to the County or proposed to be provided to the County:

Job Class:	Length of continuous agency service	Prior Experience <u>(Optional)</u>
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

Job Class:	Length of continuous agency service	Prior Experience <u>(Optional)</u>
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

Job Class:	Length of continuous agency service	Prior Experience <u>(Optional)</u>
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

(Use additional sheets of Section 4 page for more job classes)

SECTION 5

Please provide the annual rate of turnover of staff for prior 1 year.

Immediate past 12 months / prior fiscal year / prior calendar year
[Please circle one]

Note:

This section pertains to contractor staff in the area of service currently provided to the County or proposed to be provided to the County. (Example: if 10 positions are covered and 5 employees left their positions in the last year, the annual turnover rate is 50%)

SECTION 6

Training records for prior 1 year - immediate past 12 months / prior fiscal year / prior calendar year [please circle one] for contractor staff in the area of service currently provided to the County or proposed to be provided to the County:

Training subject matter related to contracted services	Employee classes	Date	Total hours

SECTION 7

Please list legal complaints, citations, court findings, or administrative findings for violations issued by enforcement agencies for the previous five (5) years for alleged violations of applicable federal, state or local rules, regulations or laws:

Rules, laws, regulations involved	Type	Enforcement Agency	Date of Issue

SECTION 8

Please list and provide copies of collective bargaining agreements covering contractor staff in the area of service currently provided to the County or proposed to be provided to the County.

Bargaining Units	Union	Term of Agreement

If there are no collective bargaining agreements, please provide summaries or actual personnel policies covering contractor staff in the area of service currently provided to the County or proposed to be provided to the County.

SECTION 9**DECLARATION THAT INFORMATION IS COMPLETE**

I am authorized to complete this packet of forms on behalf of

[Name of contracting entity]

I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Signature: _____

Name: _____

Title: _____

Date: _____

Question and Answers for Bid #RFP-MHS-FY12-0075 - Child & Adolescent Psychiatric Acute Care Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jan 5, 2012 3:00:00 PM PST